

# Terms & Conditions of MC Rewards Membership

## 1. CONDITIONS OF MEMBERSHIP

These Terms & Conditions supersede all previous terms and conditions of the MC Rewards

### 1.1 Definitions

- MC Rewards is the loyalty program of MARBELLA S.A. from now on called as "Program".
- "Member" is a person who has completed an official registration and accepted the Program's Terms & Conditions.
- "Card" is the membership card issued by the Program to a person who is a Member of the Program.
- "Points" are the reward currency earned by using the Card.
- "Benefits" are the amenities and services provided to Members as a benefit of membership.
- "Program Partner" is a third party, which offers benefits or awards to Members.
- "Official Website Program" is the official website of the Program, from now on called as "Website", <https://www.marbella.gr/mc-rewards>
- "Participating Hotels" are the Hotels that are participating in the Program from now on called as "Hotel", list of the Hotels can be found at the Website.

### 1.2 The E-Card is issued by and remains the property of the Program It is not a credit card and is free of charge

### 1.3 Cancellation of Membership:

The Program reserves the right to decline to issue or withdraw a Member's membership at any time, or to terminate the validity of the Program membership together with the benefits attached thereto at any time. The Card must be returned immediately to any participating Hotel when requested. Cancellation of membership will result in the loss of all accumulated Points.

### 1.4 Termination Date:

The Program has no predetermined termination date and may continue until the Program decides to terminate it, with or without notice. The Program accepts no responsibility for any points that remain in members' accounts after such termination

### 1.5 Program Changes:

The Program reserves the right to amend, update or change any aspect pertaining to the program including the Terms & Conditions, at any time in whole or in part without advising Members. Continued participation in the Program will constitute a Member's acceptance of any such amendment, modification, or supplementation. Members are responsible for remaining knowledgeable of the Program Terms and any changes, modifications, or additions to the Program.

### 1.6 Partners responsibility:

Program is not responsible for the Program partner withdrawals from the Program, which may affect the Awards offered.

### 1.7 Program Notifications:

The Program will endeavor to advise Members of matters of interest, including notification of changes to details of promotions and other offers. However, the Program accepts no liability for correspondence lost or delayed in the postal system or via electronic mail

### 1.8 Program Corrections:

The Program reserves the right to change the printed and online offers at any time and to correct any typographical errors, errors of description, or errors regarding participating properties and Program Partners at any time without informing members.

### 1.9 Printed information & Website:

All details mentioned in the website supersede anything appearing in any printed or other material of the Program and form part of these Conditions of Membership.

### 1.10 Sale or Barter of Points:

The sale or barter of Program Points, or other card benefits, is prohibited between the Members.

### 1.11 Contact Details:

Any correspondence sent to Members is based on the contact details provided to the Program. Each Member is responsible for updating his/her information on the official website.

### 1.12 Interpretation of Terms:

All interpretations of these Terms & Conditions of Membership shall be at the sole discretion of the Program

### **1.13 Legal Jurisdiction:**

These Conditions of Membership are governed by the laws of and are applicable in the Hellenic Republic. In the event of any dispute, the Member agrees to submit to the exclusive jurisdiction of the courts of Greece.

### **1.14 Availability at Hotels:**

Members are responsible to check with the relevant Hotel for the availability of any special offer that could affect the enjoyment of their visit. The Member should ask on arrival at the Hotel for any additional benefits valid for that property. All services, amenities and benefits are subject to availability and subject to the terms and conditions of each Hotel. Not all services, amenities and benefits are offered at all Hotels. Program may update benefits shown as available or credited to a Member at any time.

### **1.15 Limited by Length of Stay:**

Selected Benefits may be limited depending on length of stay.

### **1.16 Availability:**

All Benefits, Vouchers and Awards are subject to availability.

### **1.17 Program communication:**

The Program will communicate with members via e-mail, post or any other medium, which is considered appropriate.

### **1.18 Privacy Policy:**

MC Rewards holds the same Privacy Policy terms as the MARBELLA SA Privacy Policy terms available [here](#)

## **2. APPLICATION FOR MEMBERSHIP**

### **2.1 Eligibility:**

Membership in the Program is free of charge and is available to any individual over the age of 18 with a valid email address, who:

- 2.1.1 Possesses the legal authority to agree to the Program Terms.
- 2.1.2 Resides in a jurisdiction that legally permits participation in the Program.
- 2.1.3 Provides valid and accurate personal information when enrolling in the Program
- 2.1.4 He/she is not a member of the travel trade; employee of MARBELLA S.A. and associated companies.

### **2.2 Mandatory Fields:**

Program may reject any application if mandatory information is not supplied accurately and in full.

### **2.3 Termination of Account:**

The Member may terminate membership by submitting a written notice via email. Membership will be terminated immediately upon receipt of such notice. All unredeemed Program Points will be forfeited immediately and will not be reinstated or transferred.

### **2.4 Inactive Membership**

Members become inactive if they have not received any Point for the period of five (5) years. Inactive Members cannot use any of the benefits. As soon as the Member revisits a Participating Hotel, membership will be re-activated. The Program reserves the right to cancel memberships that remain inactive for a period of five (5) years.

### **2.5 Fraudulent Activity.**

If a Member suspects or learns of any fraudulent activity related to its Program account, including, without limitation, unauthorized redemption or transfer of Points, the Member must report the fraudulent activity within 60 days of it occurring to the Program Head Office. Credit or debit of any Points in question to the Member will be at Program' sole discretion. The Program reserves the right to cancel any Membership account that has been registered using fraudulent details.

## **3. THE CARDS & CATEGORIES**

### **3.1**

The Program Card is not transferable. It can only be used by the cardholder.

### **3.2**

Each issued Program Card has an exclusive membership number.

### **3.3**

The membership is personal and is available only to individuals. Not to families, companies, partnerships, associations, groups or other entities. Program may refuse membership without a given reason.

### **3.4 Loyalty Tiers:**

**Cyan Tier:**

Cyan Tier Card is issued upon signing up and is valid until the Member reaches Second Tier status.

**Azure Tier:**

Azure Tier card is issued when the Member has collected 25,000 points and is valid until the Member reaches Indigo or Sapphire Tier Status. In case the membership remains inactive for 5 consequent years then the Azure Tier member will not be able to use his benefits till the membership is reactivated again

**Indigo Tier:**

Indigo Tier card is issued when the Member has collected 65,000 points and is valid until the Member reaches Sapphire Tier Status. In case the membership remains inactive for 5 consequent years then the IndigoTier member will not be able to use his benefits till the membership is reactivated again

**Sapphire Tier:**

Sapphire Tier card is issued when the Member has collected 120,000 points and is valid for life. In case the membership remains inactive for 5 consequent years then the Sapphire Tier member will not be able to use his benefits till the membership is reactivated again

Please refer to Program's [Website](#) for the most updated Card Categories and their qualification criteria.

**4. EARNING LOYALTY POINTS**

Please refer to Program's [Website](#) for correct points earning methods.

**4.1 Status & Award Points:**

Points are the reward currency of the Loyalty.

- **Status points :**

Program only uses Status Points, which are credited for each eligible transaction and cannot be redeemed. Status Points reflect the Tier category of the Member.

**4.2 Presentation of Card:**

To receive points, Members must present a valid Program Card to the Hotel Reception at the time of check-in or to Partners before ordering a service. If the card is not shown, Program Points will not be credited. Allow 14 days after the transaction (departure from the hotel) for Program Points to reach the Members' Account.

**4.3 Errors:**

Program reserves the right to correct any Program Point values or statements at any time or when the error is realized.

**4.4 Missing points:**

If the Member wishes to claim any adjustment to the number of Points credited or for retroactive Program Points, the Member must do so within twelve months from date of any Hotel visit, by email to Program Membership Services, with a copy of the bill for which the Member did not receive the correct number of Points. Failure to supply the adequate documentation may result in the denial of such Points' credit. Program reserves the right to decline any retroactive Points requests.

**4.5 Member's Account:**

Members may view their Points [here](#). After every transaction, the Loyalty Member is responsible for checking the accuracy of the numbers of points earned.

**4.6 One Card / Room:**

Points will be credited only to one card for each room bill. The points will be credited to the lead name on the reservation.

**4.7 Booked Room Type:**

For visits to a Hotel, the number of Points awarded will be based upon the room type booked and paid for, even if a different room type is provided.

**4.8 Non-Resident bookings:**

Members will not earn points when making a reservation for another person even if the reservation is in the Member's name.

#### **4.9 Non-eligible accommodation rates**

(therefore without receiving any points) are defined as:

- 4.9.1 Airline crew rates
- 4.9.2 Travel industry employee rates
- 4.9.3 When the Member's accommodation is paid by another party with special rates (e.g. company events, conferences, corporates)
- 4.9.4 MARBELLA S.A. employee rates.
- 4.9.5 Barter and complimentary stays

#### **4.10 Eligible Charges**

Eligible charges will receive points only if they are charged to the room bill.

Members receive points on hotel services, including:

- 4.10.1 Food & drinks in the hotels' restaurants and bars
- 4.10.2 Spa therapies and products
- 4.10.3 Laundry and dry cleaning
- 4.10.4 Telephone charges

#### **4.11 Non-Eligible Charges**

- 4.11.1 Taxes and service charges
- 4.11.2 Any item that is paid to a hotel department directly in cash
- 4.11.3 Conference, banqueting and event charges
- 4.11.4 Any bills paid on behalf of the Member to a third party and charged to their room bill.

#### **4.12 Transferring Points:**

Points cannot be transferred to any other Member account.

#### **4.13 Pre-membership Points:**

Points cannot be credited for visits to a Hotel before the Guest completes the loyalty registration process.

#### **4.14 Partners**

A Member cannot earn any Program Points by purchasing merchandise or services from Partners, unless explicitly specified under Program Partner's agreement in the Program's Website.

#### **4.15 Corporate Points**

- 4.15.1 If the reservation of the Member is paid by an employer, principal or client the Member is responsible for notifying the employer, principal or client of any Program Points received and for complying with any applicable laws, gift policies and incentive policies.
- 4.15.2 The Member agrees to indemnify and hold harmless the Program and associate companies from any liability, costs and damages relating to claims of any third party arising from a failure to disclose the receipt of Program Points or any other incentives.

### **5. DISCOUNTS**

#### **5.1 Presentation of e-Card:**

To receive discounts from a Hotel or Program Partner (shops, car hire, etc.), a valid Program Card must be presented at the time of ordering/reservation and before payment is concluded. Failure to do so will result in no discount.

#### **5.2 Cash transactions:**

Hotel service discounts (food & drinks, spa, etc.) are not available on cash transactions.

## 6. IN HOTEL BENEFITS & SERVICES

BENEFITS	CYAN	AZURE	INDIGO	SAPPHIRE
Accommodation discount for direct reservations only		5%	10%	15%
Welcome gift			✓	✓
Offering upon Arrival	Welcome Drinks	Welcome Drinks	VIP check in	VIP check in
In room welcome offer	✓	✓	VIP	VIP
Early check-in *		✓	✓	✓
Late check-out*		✓*	1 hr plus guaranteed	2 hrs plus guaranteed
Farewell gift		✓	✓	✓
Turn down service			✓	✓
Complimentary room upgrade*				✓
Mini bar daily refilled****			✓	✓
Spa treatments discount		10%	10%	15%
One extra à la carte dinner reservations **(Pre-booking is required)				✓
Food & Beverage discounts (where charges apply)		10%	10%	10%
Sparkling wine breakfast in room (once per stay)				✓
Complimentary wine tasting session (subject to availability)		✓	✓	✓
Complimentary Room service			Once per stay	Once per stay
Laundry services (*no dry cleaning)		5%	10%	10%
Dion Jewellery shop at MarBella				5%
Land or Sea excursions discount		5%	10%	10%
Kaiki/Sunset cruise reservation (MarBella bookings on priority, Nido, Avali)				✓
Watersports discount			10%	10%
60 min free use of non-motorised water sports				✓
Car hire discount			10%	10%
Car rental (Type C) for a day ***				✓
Complimentary roundtrip airport land transfers ****				✓

\*upon availability

\*\*the number of complimentary à la carte dinners is adjusted according to the length of your stay

\*\*\*for min of 7 nights stay

\*\*\*\*available only on Premium All Inclusive

Membership benefits are subject to change. Member's benefits are subject to availability. Only the cardholder Member is entitled to the benefits associated with the Card. MC Rewards Benefits are cumulative with Signature Life programme and not with other discounts.

## 7. DATA PROTECTION

By submitting their information on the Membership Application Form, the Members indicate their consent for MARBELLA S.A. to process their personal details in relation to their membership to the Program. Our company collects and processes personal data in accordance with our [Personal Data Protection Privacy Policy](#), with Members' explicit and specific consent and for a specified purpose.