



PLATINUM MOUNTAIN

Hotel & SPA

TERMS AND CONDITIONS OF THE PLATINUM MOUNTAIN LOYALTY PROGRAM

valid from 01/07/2021

§ 1 General provisions

1. The hereby Regulations define the rules of the “Platinum Mountain” Loyalty Program dedicated to the Guests of Platinum Mountain Hotel & SPA***** and Platinum Apartments in Szklarska Poręba.
2. The organizer of the loyalty program is SILVER MOUNTAIN RESORT OPERATOR spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered seat in Warsaw (00-023) at 8 Widok Street, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under the number: 0000694273, NIP (Fiscal Code): 5213793837, REGON (Statistical Business Identification Number): 368264254. Delivery address: Platinum Mountain Hotel & SPA***** and Platinum Apartments, 15B Kilińskiego Street, 58-580 Szklarska Poręba, e-mail: marketing@platinum-mountain.pl

§ 2 Participation in the loyalty program

1. The program is addressed to individual Guests – consumers (within the meaning of Art. 221 of the Civil Code), using the services of Platinum Mountain Hotel & SPA***** and Platinum Apartments. The program does not apply to group, conference, occasional stays, etc.
2. Every adult who is a Guest of the hotel and apartments can participate in the program. Joining the program is voluntary and free of charge. The member may resign from participation in the program at any time.
3. To participate in the program, the program member is obliged to provide his/her personal data, indicated as necessary in the application form for the loyalty program.
4. The benefits of the program are intended for the Guests who book only directly at Platinum Mountain Hotel & SPA***** and Platinum Apartments by phone, e-mail or via the website www.platinum-mountain.pl or www.platinum-apartments.pl, without the participation of companies acting as intermediaries in the booking process (booking.com, Travelist.pl, etc.) or travel agencies.
5. The conditions to receive benefits from membership in the program are as follows:
 - a. making the booking in the name of the program member
 - b. the program member must also be the payer for the booking made
 - c. the program member must be registered in one of the rooms
 - d. benefits are received for a maximum of 2 rooms on one booking.
6. In the course of the program, its members will be receiving information about promotions, special offers and other events. The above information will be delivered electronically via e-mail, text message or by phone – if the program member agrees to it.
7. The loyalty program provides for granting individual participation cards to the Guests who meet the following conditions:

Basic – the membership level is granted to a person who has bookings at Platinum Mountain Hotel & SPA***** and Platinum Apartments and during check-in expresses his/her willingness to participate in the loyalty program.

Silver – the status change from “Basic” takes place when the Guest completes transactions for a total of at least PLN 10,000 gross. The amount consists of all the components of the Guest’s bill (accommodation, food and beverage services, SPA, parking fee), excluding the local fee.*

Gold – the status change from “Silver” takes place when the Guest completes transactions for a total of at least PLN 20,000 gross. The amount consists of all the components of the Guest's bill (accommodation, food and beverage services, SPA, parking fee), excluding the local fee.*



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Platinum – the status change from “Gold” takes place when the guest completes transactions for a total of at least PLN 30,000 gross. The amount consists of all the components of the Guest’s bill (accommodation, food and beverage services, SPA, parking fee), excluding the local fee.*

*In order to maintain the status, the Guest must stay for a minimum of 1 night within 12 months from the date of the last check-out.

§ 3 Participation in the loyalty program

1. Each person who expressed their willingness to participate in the Loyalty Program receives a welcome e-mail. The status data are stored in the hotel internal system.
2. Privileges and discounts are granted only to the program member and the persons registered in his/her room.
3. The program member is not entitled to transfer benefits resulting from participation in the program to third parties.
4. Membership entitles you to:

Silver level:

- A welcome drink for each person registered in the card holder’s room to be used in the Lobby Bar (including children).
- 3% discount on the next bookings.

Gold level:

- A welcome drink for each person registered in the card holder’s room to be used in the Lobby Bar (including children).
- 5% discount on the next bookings.
- In-room/apartment VIP welcome gift on arrival.
- Early check-in from 12:00 (early check-in possible only if rooms are available and after prior arrangement with the Front Desk).
- Late check-out till 14:00 (late check-out possible only if rooms are available and after prior arrangement with the Front Desk).

Platinum level:

- 10% discount on alcoholic and non-alcoholic drinks and à la carte in hotel restaurants and bars. The discount applies to the bill paid by the card holder when making a booking for up to 4 people.
 - A welcome drink for each person registered in the card holder’s room to be used in the Lobby Bar (including children).
 - VIP insert for room or apartment on arrival.
 - Free parking in the underground garage (only if places are available and after prior arrangement with the Front Desk).
 - 10% discount on the next booking.
 - Early check-in from 12:00 (early check-in possible only if rooms are available and after prior arrangement with the Front Desk).
 - Late check-out till 14:00 (late check-out possible only if rooms are available and after prior arrangement with the Front Desk).
2. Membership entitles to take advantage of special offers addressed to program members. In the case of special offers dedicated to program members, the additional discount for membership will not be granted.
 3. The program member changes his/her status and thus receives an e-mail message in the case of transactions for the amount corresponding to the individual thresholds or the number of nights spent.



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4. Membership expires if the program member has not made any reservations at the facility within 12 months from the date of the last check-out.

§ 4 Final provisions

1. Discounts are granted subject to payment by the membership holder for the services.
2. The discount for the next stay may apply to a maximum of two rooms or two apartments.
3. The organizer reserves the right to change the provisions of the Regulations. It will not affect the already acquired rights as the program member.
4. Detailed information about the program is provided by the employees of the Sales and Marketing Department of Platinum Mountain Hotel & SPA***** and Platinum Apartments at the following e-mail address: marketing@platinum-mountain.pl
5. By joining the program and using the program, the membership holder accepts these Regulations.
6. Complaints related to the program membership should be submitted to the hotel Front Desk in writing and addressed to: Platinum Mountain Hotel & SPA***** and Platinum Apartments; 15B Kilińskiego Street, 58-580 Szklarska Poręba or sent by e-mail to the following address: marketing@platinum-mountain.pl
7. The organizer has 30 days to consider the complaint from the date of receiving it, unless separate regulations provide otherwise. Within this period, the Organizer will provide the program member with a response to the complaint on paper or other durable medium (e.g. by e-mail).

§ 5 Amicable methods of considering complaints and pursuing claims as well as the rules of access to these proceedings:

1. Detailed information on the program member's possibility of using out-of-court complaint and redress methods as well as the rules of access to these procedures are available at the offices and on the websites of the county (city) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of the Trade Inspection and at the following websites of the Office for the Protection of Competition and Consumers:
 - a) http://www.uokik.gov.pl/spory_konsumenckie.php
 - b) http://www.uokik.gov.pl/sprawy_indywidualne.php
 - c) http://www.uokik.gov.pl/wazne_adresy.php
2. The program member has the following exemplary possibilities of using out-of-court means of dealing with complaints and redress:
 - a) the program member is entitled to apply to the permanent consumer arbitration tribunal referred to in Art. 37 of the Act dated December 15, 2000 on Trade Inspection, to settle the dispute arising from the loyalty program. The Regulations for the organization and operation of permanent consumer arbitration tribunals are specified in the Regulation issued by the Minister of Justice dated July 6, 2017 on the rules of organization and operation of permanent arbitration tribunals at the Provincial Inspectorates of Trade Inspection;
 - b) the program member is entitled to apply to the provincial inspector of Trade Inspection, in accordance with Art. 36 of the Act dated December 15, 2000 on Trade Inspection, to initiate mediation proceedings for the amicable settlement of the dispute between the program member and the Organizer. The information on the rules and mode of the mediation procedure conducted by the provincial inspector of Trade Inspection is available in the offices and on the websites of individual Provincial Inspectorates of Trade Inspection;
 - c) the program member may obtain free of charge assistance in resolving a dispute between the program member and the Organizer, also using the free of charge assistance of the county (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, the Association of Polish Consumers). Guidance is provided by the Consumer Federation at the toll-free consumer hotline number 800 007 707 and by the Association of Polish Consumers at the following e-mail address: kom@dlakonsumentow.pl



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- d) the program member may use the European ODR (Online Dispute Resolution) platform, available at: <http://ec.europa.eu/consumers/odr/>, facilitating independent, impartial, transparent, effective, fast and fair out-of-court online settlement of the disputes between consumers and entrepreneurs, in accordance with the provisions of the Regulation (EU) No. 524/2013 of the European Parliament and the Council of May 21, 2013 on online dispute resolution system for consumer disputes and amending the Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Journal of Laws UE.L No. 165, p. 1).

§ 6 Privacy Policy and Personal Data Protection

1. The Organizer is the Administrator of the program members' personal data.
2. Personal data will be processed:
 - a) to perform the contract covering the member's participation in the program [Art. 6(1)(b) GDPR], including managing the member's account;
 - b) to allow the member's using SPA & Wellness services within the framework of the program based on an explicit consent – in the scope of personal data concerning health [Art. 9(2)(a) GDPR], which includes the possibility of using SPA & Wellness services as part of the benefits resulting from the program membership;
 - c) for the purposes resulting from the legally justified interests pursued by the Administrator, such as direct marketing of the Administrator's own services, handling complaints, pursuing possible claims or defending possible mutual claims of the member, contact with the member in the event of unforeseen events (e.g. error in payment, when calculating points), archiving [Art. 6(1)(f) GDPR];
 - d) for marketing purposes via e-mail, text message or phone based on the consent of the program member [Art. (6)(a) GDPR].
3. In addition, the provisions of law may require the Organizer to process personal data, e.g. for accounting and tax purposes.
4. Providing personal data listed in the application form to join the loyalty program is voluntary, but providing the data marked with the symbol "*" is required to join the program as well as its implementation. Failure to provide these data will prevent joining the program. Providing a phone number or an e-mail address is required only if the program member agrees to receive commercial information by electronic means or offers as part of direct marketing. Failure to provide these data will prevent the program member from receiving information about the latest promotions.
5. The consent to data processing regarding health, marked with "*" in the program application form is required to participate in the program. Failure to provide such consent will prevent joining the program. The consent to receive commercial information by electronic means or to send offers as part of direct marketing is voluntary and failure to provide these consents does not affect the possibility of joining the program and its implementation. However, failure to provide these consents will prevent sending information about the latest promotions to the program member. The program member will be informed by e-mail about the current promotional campaigns at Platinum Mountain Hotel & SPA***** and Platinum Apartments, provided he/she agrees to it when completing the application form or at a later time.
6. The Administrator entrusts the performance of certain services to its service providers (data recipients). For this reason, it may be required to disclose the Guest's personal data to the extent necessary for the performance of a given service to the entities cooperating with the Administrator in the provision of hotel services (including additional services), and in particular the services covered by the loyalty program, to the entities providing postal, courier, IT, hosting, accounting, mailing or marketing services.
7. The member's personal data will be processed for the duration of the participation in the loyalty program, and also until the expiry of the limitation period for any claims. Personal data processed on the basis of consent will be processed until the consent is withdrawn, and after such consent is withdrawn, they may be processed until the expiry of the limitation period for any claims.



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8. The program member has the right to request access to personal data, their rectification, deletion or limitation of processing, as well as the right to transfer data.
9. In addition, the program member has the right to object to the processing required for the purposes of the legally justified interests pursued by the Organizer.
10. The program member has the right to object to the processing of his/her data for the purposes of direct marketing.
11. The consents granted by the program member may be withdrawn at any time, which will not affect the lawfulness of the processing performed based on the consent granted before its withdrawal.
12. The above rights can be exercised by reporting them to the aforementioned Organizer's address or by e-mail to the following address: guest.experience@platinum-mountain.pl
13. Moreover, the program member has the right to file a complaint with the supervisory authority.
14. The program member should inform immediately the Organizer about the change of his/her personal data.