

**TERMS AND CONDITIONS
OF THE EXCLUSIVE MEMBERSHIP PROGRAM OF NOBU HOTEL WARSAW**

1. GENERAL PROVISIONS

- 1.1. This Exclusive Membership Program of Nobu Hotel (hereinafter: “**Program**”) is organized by **NBHW Sp. z o.o.** with its registered office in Warsaw, ul. Wilcza 73, 00-670 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number 0000034907, NIP [Tax ID Number]: 5262411882, REGON [National Business Registry Number]: 013060650, (hereinafter: “**Organizer**”)
- 1.2. These Terms and Conditions define the rules of operation of the Program, i.e. in particular the rights and obligations of the Organizer and Program Participants.
- 1.3. The aim of the Program is to reward Organizer’s regular customers by granting them the Exclusive Membership Program Card of Nobu Hotel (hereinafter: “**Membership Card**” or “**Card**”), entitling to the benefits and facilities specified in detail in **Appendix 1**, including discounts on services offered by the Organizer.
- 1.4. Participation in the Program shall be subject to prior approval of the provisions of the Terms and Conditions. The content of these Terms and Conditions shall be made available before registration and upon each request of the Participant.
- 1.5. The Participant undertakes to comply with these Terms and Conditions, and violation thereof may result in the loss of their benefits.
- 1.6. The Program shall be run indefinitely. The Organizer may suspend or terminate the Program for any reason, and shall not have to inform the Participants in advance.

2. PROGRAM PARTICIPANT

- 2.1. Participation in the Program and its benefits shall be offered at the sole discretion of the Organizer.
- 2.2. Only an adult natural person holding full legal capacity, defined in accordance with the provisions of civil law, may participate in the Program.
- 2.3. Participation in the Program shall be voluntary.
- 2.4. The condition for joining the Program shall rest with filling out the Registration Form in a complete, legible, and truthful manner, and submitting thereof to the Organizer’s employee authorized to register the Participant in the Program. The specimen Form is attached as **Appendix 2** to these Terms and Conditions.
- 2.5. On the basis of a correctly filled out Form, provided to an employee authorized to register, the Participant shall join the Program and receive a personal Membership Card free of charge.
- 2.6. The Organizer reserves the right to reject the Form if the candidate for the Program Participant has provided false data therein.
- 2.7. The Participant shall provide the data necessary for the correct calculation of discounts and implementation of other services related to the benefits of participation in the Program, and undertakes to inform the Organizer about their change. If the Participant fails to notify about the change of data, the Organizer shall not be responsible for the delay or lack of action caused by not updating the data.
- 2.8. By signing by hand at the end of the Form, the Participant shall agree to participate in the Program, accept the Terms and Conditions made available to the Participant prior to registration in the Program, and consent to the processing of personal data indicated in the Form by the Organizer in order to materialize the benefits of participation in the Program.

3. MEMBERSHIP CARD

- 3.1. The Membership Card shall entitle to use the benefits covered by the Program and be used for **partial** (non-exclusive) identification of the Participant.
- 3.2. In order to take advantage of the benefits, the Card must be presented to the Organizer’s employee. In the case of using a discount, the Card must be presented before issuing a sales document for using the services covered by the Program.
- 3.3. Benefits and discounts can only be materialized in the form specified in these Terms and Conditions. The Participant may not demand their materialization by paying the equivalent in cash.
- 3.4. In the process of full identification of the Participant, the Organizer’s employee may ask the Participant to present a valid identity document to confirm their identity.
- 3.5. The Card shall be personal. The Card may only be used by the Program Participant.

- 3.6. Each and every Card has an individual identification number as well as the name and surname of the Participant.
- 3.7. Each and every Participant may have only one Membership Card in the Program.
- 3.8. The issued Card shall remain the property of the Organizer.
- 3.9. The Card shall expire two years after its issue.
- 3.10. If the Discount Card is damaged or lost, the Participant shall be obliged to notify the Organizer's employee about this fact. If this is the case, the Participant may apply for a new Discount Card. In the period between reporting damage or loss of the Card and receiving a new one, the Participant may continue to use the benefits covered by the Program by presenting the Organizer's employees with an identity document and, if possible, an individual membership number.

4. LOSS OF PROGRAM PARTICIPANT STATUS

- 4.1. The Participant may withdraw from the Program at any time. For this purpose, they shall send relevant information to guestservices-warsaw@nobuhotels.com
- 4.2. The Organizer reserves the right to terminate participation in the Program if the Participant undertakes any actions in conflict with the Terms and Conditions.
- 4.3. If the Card is used contrary to the Terms and Conditions, the Organizer may suspend the rights arising out of Participation in the Program and possession of the Membership Card.

5. COMPLAINTS

- 5.1. The Participant may file a complaint regarding the materialization of the benefits due to them in connection with the use of the Card to the following email address:
guestservices-warsaw@nobuhotels.com
- 5.2. Only Program Participants shall have the right to file a complaint within the scope of Item 1 above.
- 5.3. The complaint should contain at least the Participant's details and the reason for the complaint.
- 5.4. Complaints shall be considered within 14 days of receiving the notification.

6. PROCESSING OF PERSONAL DATA

- 6.1. The basis for the processing of personal data is the Participant's consent expressed upon joining the Program.
- 6.2. The rules for the processing of personal data can be found in **Appendix 3**, which forms an integral part of these Terms and Conditions

7. FINAL PROVISIONS

- 7.1. The Organizer shall be the right to amend the Terms and Conditions at any time without informing the Participants about the planned amendments. Any and all amendments to the Terms and Conditions shall take effect from the date of informing the Program Participant about them by sending information about the content of amendments to the Terms and Conditions to the email address indicated in the Form.
- 7.2. Any and all matters not regulated in these Terms and Conditions shall be governed the provisions of the Civil Code.
- 7.3. The court competent to consider any disputes arising out in connection with the Program shall be the court competent for the Organizer's registered office.

APPENDIX 1
LIST OF DISCOUNTS AVAILABLE TO THE PARTICIPANT

THE EXCLUSIVE MEMBERSHIP PROGRAM SHALL ENTITLE TO:

- Special Room Price – up to 15% off “Best Available Price” (room only, up to two rooms per night)*
- Welcome gift in the room
- 15% off on breakfast at Nobu restaurant on weekdays only
- Lunch in a classic Bento Box at Nobu Restaurant for two, including two glasses of champagne**
- 15% off food and drinks at Sakebar by Nobu***
- Exclusive invitations to cultural events, art, music, and entertainment shows at Nobu Hotel Warsaw****
- 10% off on the premium conference package for meetings and events with at least 50 participants for two days
- 20% off on Nobu SPA treatments only on weekdays
- Two tickets to a concert at Jassmine Club*****

*bookings should be made directly with the hotel’s Booking Department: +48 22 551 88 51

**please ask for a voucher at the hotel reception (one voucher per year)

***at tables for up to four people, from Tuesday to Saturday from 6:00 pm

****subject to schedule and availability

*****subject to prior booking and availability (two tickets per year)

**APPENDIX 2
REGISTRATION FORM**

First name:

Last name:

Date of birth:

Address:

E-mail address:

Telephone number:

Communication language: POLISH / ENGLISH

I hereby declare and represent that I have read the content of these Terms and Conditions, accept its content, undertake to comply with its provisions, and consent to the processing of my personal data in accordance with the Personal Data Processing Rules, which form an integral part of these Terms and Conditions.

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Date, signature

APPENDIX 3
RULES FOR PERSONAL DATA PROCESSING

1. The controller of personal data is NBHW SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Warsaw, ul. Wilcza 73, 00-670 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS number 0000034907, NIP [Tax ID Number]: 5262411882, REGON [National Business Registry Number]: 013060650
2. In matters related to data processing, please contact us at privacy@nobuhotels.com.
3. Personal data processed by the Organizer shall include: name and surname, date of birth, address of residence, email address, telephone number, individual identification number of the Program Participant, preferred language of communication, history of bookings, and purchases of the Program Participant related to the services offered by the Organizer.
4. The Organizer shall use personal data to take measures and actions necessary to implement this Program, i.e.:
 - (i) Verification of the Participant's identity
 - (ii) Granting the Participant an individual Membership Card
 - (iii) Granting benefits to the Participant and calculating discounts
 - (iv) Informing the Participant about the benefits they are currently entitled to and amendments to the Terms and Conditions
 - (v) Verification of compliance with the Terms and Conditions by the Participant
 - (vi) Contact and taking actions in the event of violation of the Terms and Conditions by the Participant
 - (vii) Contact and taking actions for any contact purposes related to participation in the Program.
5. Personal data shall be processed for the duration of this Program, and after its completion, if required by applicable law and if it is necessary to exercise the legitimate interests of the Organizer, with the proviso that the data subjects shall have the right to object to such processing. If an objection is raised, the Organizer shall immediately delete the personal data and stop processing thereof.
6. The Organizer shall entrust external entities with keeping accounting matters and administering IT systems.
7. Personal data may be made available to entities authorized to request them under applicable law and to authorities appointed to control compliance with the law.
8. Data subjects shall have the right to access personal data, rectify, delete, or limit the processing of their data, the right to object to the processing, the right to transfer data, and the right to lodge a complaint with the supervisory authority competent in matters of personal data protection.