

## Terms & Conditions of Membership

### 1. CONDITIONS OF MEMBERSHIP

These Terms & Conditions supersede all previous terms and conditions of the ZOES LOYALTY CLUB & REWARDS

#### 1.1 Definitions

- ZOES LOYALTY CLUB & REWARDS is the loyalty program of Lucky Juvia Holdings LTD / Cavo Zoe Seaside Hotel, 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.
- "Redemption" is a form of payment using Points as a tender to acquire goods and services defined by the Program.
- "Awards & Vouchers" are the offers, which can be redeemed using Points and include "Redemption Vouchers".
- "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.cavozoe.com/>
- "Participating Hotel" is the Hotel that is participating in the Program from now on called as "Hotel".

1.2 The 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. 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, Awards & Vouchers or other card benefits is prohibited, between the Members.

1.11 Lost / Stolen Cards: In case the Card is lost, stolen or damaged the Member must inform the Program Membership Services immediately in writing to the email indicated below. (In case the hotel use printed cards)

1.12 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.

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

1.14 Legal Jurisdiction: These Conditions of Membership are governed by the laws of and are applicable in the Cyprus Republic. In the event of any dispute, the Member agrees to submit to the exclusive jurisdiction of the courts of Cyprus.

1.15 Availability at Hotel: Members are responsible to check with the 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 the Hotel. Program may update benefits shown as available or credited to a Member at any time.

1.16 Limited by Length of Stay: Selected Benefits may be limited depending on length of stay.

1.17 Availability: All Benefits, Vouchers and Awards are subject to availability.

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

1.19 Privacy Policy: Explicit ... "This Privacy Policy together with our Cookies Policy provide information <https://www.cavozoe.com/>

## 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 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.

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 three (3) years. Inactive Members cannot redeem their Points. As soon as the Member revisits the 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 Card Categories:

First Tier Card LOYAL : The First Tier Card is issued upon application and is valid until the Member reaches Second Tier status.

Second Tier Card VIP: The Second Tier card is issued when the Member has collected X points or Y nights and is valid (for life) until the Member reaches Third Tier Status.

Third Tier Card AMBASSADOR: the third Tier card is issued when the Member has collected X points or Y nights and is valid (for life).

Please refer to Program's Website for the most updated Card Categories and their qualification criteria. <https://www.cavozoe.com/>

### 4. Earning Loyalty Points

Please refer to Program's Website for correct points earning methods.  
(<https://www.cavozoe.com/>)

4.1 Status & Award Points: Points are the reward currency of the Loyalty.

There are two types of Loyalty Points:

- Status Points: are credited for each eligible transaction and cannot be redeemed. Status Points reflect the Tier category of the Member.
- Award Points: are credited for each eligible transaction by the Member and can be redeemed, as per the redemption scheme in the Program Club Website.

4.2 Presentation of Card: To receive points, Members must present the digital Card to the Hotel Reception at the time of check-in or to Partners before ordering a service. In the event that 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 on (<https://www.cavozoe.com/>) . After every transaction, the Loyalty Member is responsible to check 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 main 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:

4.10.1 Airline crew rates

4.10.2 Travel industry employee rates

4.10.5 Barter, complimentary and redemption (free) 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.

4.14 Pre-membership Points: Points cannot be credited for visits to a Hotel before the Guest completes the loyalty registration process.

4.16 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.

#### 4.17 Corporate Points

4.17.1 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.

4.17.2 The Member agrees to indemnify and hold harmless the Program and associated 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 Card: To receive discounts from a Hotel or Program Partner, 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

Member 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.

6.1 Status bonus points are calculated on the total Base points of the visit. Status bonus points are not calculated on Tier points.



## 7. Redemption of Program Points

Please refer to Program's website for current redemptions options.

<https://www.cavozoe.com/>

Redemption offers are subject to availability which may limit offering all products and services offered by the Program or any of the Program Partners. Redemption may also be limited during certain times of the year.

7.1 Inactive Members are not eligible to redeem points for free nights until their membership has been re-activated.

7.2 Declined Redemption: Program reserves the right to decline a Redemption if the correct procedure is not adhered to.

7.3 Registered Member: Program Points may only be redeemed by the registered Member for Redemption as specified by the Program.

7.4 Available Points: In order to qualify for a redemption offer, the Member must have sufficient Points in their account before the requested redemption date. Points collected during current stays cannot be redeemed.

7.5 Name on Voucher: The redemption Voucher, where applicable, is issued in the member's name.

7.6 Replacing Vouchers: Vouchers will not be replaced, reissued or credited if lost, stolen, expired or otherwise destroyed.

7.7 Not-exchangeable: Program Points and Redemption Vouchers are not exchangeable for cash and no change for outstanding amounts will be given. Program Points can only be used in exchange for Redemption Vouchers.

7.8 Transaction Date: Program Points are deducted from the Member's account on the day that the Redemption activity is made.

7.9 Points Required: The number of points required for each redemption is in accordance with the current Program Redemption List on web site.

7.10 Validity: Redemption Vouchers must be used:

7.10.1 For hotel & partner services: 12 months from the date of issue unless otherwise stated on the voucher.

7.11 Fraudulent Use: Vouchers believed to have been bartered, sold, exchanged, or issued fraudulently, or issued to someone other than the eligible Program Member, will be void and will not be honored.

7.12 Hotel Service Redemption Vouchers

Hotel Service Vouchers include food and drinks, spa etc.

7.12.1 Application: The Member must complete and sign a Redemption Application Form.

7.12.2 Validity: All Redemption Vouchers are valid from the date the Voucher has been issued till the end of the season. Once expired, Vouchers will not be reissued nor will Program Points be re-credited to a Member's account.

7.12.3 Contact: To claim a Redemption Voucher, Members must contact the Reception of the Participating Hotel or the Program Head Office.

7.12.4 Condition: All Redemption Vouchers can be issued during members active stays - members must stay in the hotel in order to be able to use their vouchers.

7.12.5 Cancellation: Redemption Vouchers may be cancelled within 3 days of issue. Reception in the hotel or the Program Head Offices must be informed of any cancellations.

Program Points will then be re-credited to the Member's Account. If Voucher is not officially cancelled, Points will not be re-credited.

### 7.13 Redemption for Free Stays

Please sign in into the Program's Website and select the preferred option (<https://www.cavozoe.com/>)

The standard Hotel's cancellation policies will apply to Loyalty reservations - redemptions including, without limitation. Based on all minimum length of stay requirements, charges for late cancellation, no-shows and early checkout.

No-Show penalty: 100% of the full stay points.

Early checkout: For non-emergency early departures, 100% of the remaining stay points will be charged.

7.14 Benefits & Points during Free Stay: All Program benefits are valid during the free stay. Points will not be credited during a free stay.

## 8. Data Protection

By submitting their information on the Membership Application Form, the Members indicate their consent for ..... SA 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 Policy ([link](#)), with Members' explicit and specific consent and for a specified purpose.