

Grand Hyatt Berlin GmbH – General Terms and Conditions of Business

I. Scope

1. These General Terms and Conditions of Business apply to the rental of hotel rooms; the rental of conference, banquet and function rooms for various types of events by Grand Hyatt Berlin (hereafter also referred to as “Hotel”), for the carrying out of events such as banquets, seminars, meetings, exhibitions and presentations, etc., as well as for all other services and deliveries made by the Hotel in this regard for the Customer; the Hotel and Customer will hereafter also be referred to as the “Parties.”
2. The general terms and conditions of business of the Customer are only applicable if the Parties have agreed to this expressly in writing and in advance.

II. Contract conclusion, Contract Partners

1. Offers of the Hotel are non-binding. The Contract is concluded through the acceptance (confirmation) of the Hotel in regard to the Customer; these are the Contract Partners.
2. If a third party has placed an order for the Customer, then this third party is liable together with the Customer as a joint debtor for all obligations under the event Contract, if the Hotel has a corresponding statement on the part of the third party.

III. Subletting, type of use

1. The subletting or reletting of the premises, areas or showcases provided, as well as the invitation to interviews, sales or similar events requires the prior consent of the Hotel in text form [§ 126b BGB (Bürgerliches Gesetzbuch = German Civil Code)]. § 540 Par. 1 p. 2 BGB does not apply to commercial transactions.
2. The Customer is obligated to promptly inform the Hotel, without any requests being made therefor, but at the latest upon conclusion of the Contract, whether the provision of services and/or the event requires the written consent of the Hotel, because, due to its political, religious or other character, it is likely to create a public interest therein or prejudice the interest of the Hotel. The written consent of the Hotel is required for newspaper advertisements, as well as other advertising measures or publications that relate to the Hotel and/or that contain, for example, invitations to interviews and/or sales events there. If the Customer violates this duty of disclosure or if a publication takes place without receiving consent of the Hotel, then the Hotel has the right to cancel the event. In such a case the Customer is to pay the agreed-upon price for the event less the expenses saved by the Hotel.

IV. Services, prices, payment; set-offs; liens

1. The Hotel is obligated to keep the rooms booked by the Customer available and to provide the agreed-upon services.
2. The Customer is obligated to pay the applicable and/or agreed-upon price of the Hotel for the services it renders. This also applies to services arranged for by the Customer and outlays by the Hotel to third parties, in particular for the claims of copyright management companies. For services after 12 am. the Hotel is entitled to charge reasonable surcharges for each hour or part thereof for the provision of staff at the event or in the restaurant area.
3. The agreed-upon prices include the respectively applicable statutory VAT, as well as any local taxes or duties, e.g.

Accommodation tax, if the Customer uses the Hotel's premises and other services for personal living and needs. Local taxes that are owed by the guests under local law, e.g. the visitor's tax (at a health resort), are not included in the agreed-upon price. In regard to contracts with non-private Customers, the Hotel reserves the right to quote or agree upon net prices.

4. If a minimum amount of sales has been agreed upon and this is not reached, then the Hotel is entitled to 60% of the difference as lost profit, unless the Customer is able to demonstrate a lower or the Hotel a higher amount for damages.
5. If the period between the conclusion of the Contract and the taking place of the event exceeds four months and, during this time, the price generally charged by the Hotel for such services increases, then the contractually agreed-upon price can be increased accordingly, but not by more than 5%.
6. The currency for billing is EUROS. If foreign currency is used to make payment, then the party obligated to pay is to bear the cost of exchange rate differences and bank charges.
7. The Hotel is entitled to modify its prices if the Customer subsequently requests changes in the number of booked rooms, the Hotel services requested, or the length of stay of the guests and the Hotel consents thereto.
8. Unless otherwise agreed upon, invoices are immediately payable upon receipt thereof without deduction. An invoice is to be regarded as received no later than 3 days after having been sent to the Customer, unless early receipt is proven by the Hotel or later receipt is proven by the Customer. Upon default in payment the Hotel is entitled to charge the respectively applicable statutory default interest. The Hotel is entitled to introduce proof of a greater degree of damage, while the Customer is entitled to introduce proof of less damage.
9. For each reminder after the occurrence of default the Customer is to pay the Hotel collection costs in the amount of € 5.-. The Customer is entitled to demonstrate that the Hotel has not incurred any or has incurred less collection costs than those put forth above.
10. Changes in VAT do not lead to a change in the price. An adjustment of the increase or decrease in VAT costs between the parties is excluded.
11. The Hotel is entitled at any time to request a reasonable advance payment or security deposit, e.g. in the form of a credit card guarantee.
12. In circumstances where it is justified, e.g. when there is arrearage in payments on the part of the Customer, or when there is an extension in the extent of the Contract, then the Hotel is entitled, even after contract conclusion and up to the beginning of the event, to request an advance payment or a security deposit as put forth in No. 11 above, or to request an increase in the advance payment or security deposit agreed upon in the Contract, up to the full amount of the agreed-upon remuneration.
13. The Customer can only set off claims against the Hotel that are uncontested or legally binding.
14. In order to enforce its claims, the Hotel has a lien (cf. § 704 BGB) against all items brought into the Hotel by the Customer.

V. Failure to appear/rescission/cancellation by the Customer

1. A cancellation by the Customer of a contract entered into with the Hotel requires, except as provided for in No. 5, the consent of the Hotel in text form (§ 126b BGB).
2. For rented premises the agreed-upon remuneration, except as provided for in No. 5, is also to be paid if the consent of the Hotel, as put forth in No. 1, is not granted, the booking is cancelled by the Customer, or the Customer does not appear. If the Customer rents the premises and then first cancels between the eight and the fourth week before the date of the event, then the Hotel is entitled to charge, in addition to the agreed-upon price, 35% of its lost food sales. The calculation of the food sales is to take place based on the formula "menu price + number of participants." If no menu price was agreed upon, then the cheapest 3-course menu offered for the respective currently valid event is to be used. The Customer is free to introduce proof that the Hotel did not suffer any or suffered substantially less losses.
3. If a conference package has been agreed upon for each participant, then, except as provided for in No. 5, the Hotel will use the formula (conference package fee x agreed-upon number of participants) for billing purposes. In the case of a cancellation between eight and four weeks before the date of the event, 60% of this amount will be billed; if cancellation occurs later, 85% will be billed out. The Customer is free to prove that the Hotel did not suffer any or suffered substantially less damages.
4. If the Hotel and the Customer have established in writing a date up to which there can be cost-free withdrawal from the Contract, then the Customer can rescind up to this date without triggering payment or damage claims on the part of the Hotel. The right of the Customer to rescind is terminated if it does not notify the Hotel in text form (§ 126 b BGB) that it is exercising its right of rescission by the agreed-upon date, unless a case subject to No. 5 is present.
5. The previous numbers do not apply if the Hotel has violated its obligation to give due consideration to the rights, legal interests and other interests of the Customer, when it is no longer reasonable to expect adherence to the Contract, or if the Customer is entitled to any other legal or contractual right of withdrawal.

VI. Rescission on the part of the Hotel

1. If the Customer has a right of rescission during which it is exempt from charges therefor within a certain period of time that has been agreed upon in writing, then during this time period the Hotel, for its part, is entitled to terminate the Contract if inquiries of other Customers concerning the contractually booked event premises have been made and the Customer refuses to waive its right of rescission at the Hotel's request. This applies accordingly when granting an option, if other inquiries are available and the Customer is not ready to make a reservation upon the Hotel's request.
2. If and to the extent it has been agreed upon that the Customer is to make advance payments and the Customer also does not make these within a reasonable grace period coupled with a threat of rescission made by the Hotel, then the Hotel is entitled to cancel the Contract.
3. Moreover, the Hotel is entitled to withdraw from the Contract for objectively justifiable reasons, such as

- force majeure or other circumstances for which the Hotel is not responsible, but which make performance of the Contract impossible;
 - events that use misleading or false statements of material facts, e.g. concerning the person who is to be the guest or the purpose of the booking;
 - the Hotel has legitimate grounds for assuming that use of the Hotel services could jeopardise the smooth running of business operations, could endanger the security of the Hotel or its public reputation without this being the fault of areas under the authority or subject to organization by the Hotel;
 - the purpose or motive of the stay is unlawful.
 - a violation of Item III No. 1 exists.
4. The right of the Hotel to request damages is not affected by rescission.
5. The Customer has no right to damages upon the justified rescission of the Hotel.

VII. Number of participants, billing at the event

1. The Customer is obligated to inform the Hotel at the time of contract conclusion of the approximate number of participants at the planned event. The Hotel must be informed of a change in the number of participants by more than 5%, at the latest, 5 work days before the event begins; the agreement of the Hotel in text form is required (§ 126 b BGB).
2. When calculating the services that the Hotel will provide based on the number of persons registered (e.g. food, drinks, etc.), in the case of an increase of the registered and contractually agreed-upon number of participants, the charge will be for the actual number of people.
3. A reduction of the number of participants on the part of the Customer up to a maximum of 5% will be acknowledged by the Hotel in the billing. For deviations that exceed this amount the originally agreed-upon number of participants less 5% will be used as a basis for billing. The Customer has the right to reduce the agreed-upon price by proving a reduction in expenses to the Hotel due to the lower number of participants.
4. If, without first obtaining the prior consent of the Hotel in text form (§ 126 b BGB) the agreed-upon beginning and/or conclusion of the event is changed, then the Hotel can charge additional costs for the rendering of services, unless the Hotel is responsible for the change.
5. For events that continue beyond 11 pm., from this time on the Hotel can bill personnel expenses on the basis of itemization, if the agreed-upon remuneration does not already take into account a time period that extends beyond 11 pm. Moreover, the Hotel can, on the basis of itemization, also take into account the travel costs of employees, if they have to return home after public transport closes.

VIII. Bringing food and beverages to events

1. The Customer is not permitted to bring food and/or beverages to events. Exceptions to this rule require an agreement in text form (§ 126 b BGB). In such cases a fee is to be agreed upon. The Hotel is not liable for damage caused by food or beverages that are brought to the event, unless this is a result of the Hotel's intent or gross negligence.

2. The Hotel does not accept any liability for damages caused by food or beverages that are brought by the Customer or third parties after an event, unless this is a result of the Hotel's intent or gross negligence.
3. The aforementioned limitations on liability do not apply in cases involving loss of life, bodily injury, or impairment of health.

IX. Technical facilities and connections for events

1. If the Hotel is to procure technical or other facilities from third parties at the request of the Customer, then it acts in the name, under the authority and at the cost of the Customer. The Customer is responsible for taking proper care and the timely return thereof. The Customer indemnifies the Hotel from all third party-claims arising out of the procurement and the use of such facilities, unless the Hotel has acted intentionally or with gross negligence.
2. In the case of the installation of technical structures and facilities, the Hotel can request that these be made subject to a test by TÜV (Technischer Überwachungsverein = Technical Inspection Association) or a comparable examination company and that the Customer promptly provide the technical examination certificate to the Hotel without the necessity of a request to do so.
3. The use by the Customer of its own electronic devices in conjunction with the hotel electricity network requires the written consent of the Hotel; use can be made dependent on the paid provision of a Hotel technician for assistance in this matter. The Customer is liable for disruptions and/or damage to the technical facilities of the Hotel caused by the use of its devices unless the Hotel itself is responsible therefor. If damage occurs to items owned by third parties or to third parties themselves, then the Customer is solely liable therefor and the Customer indemnifies the Hotel against all third-party claims. The Rules XII Nos. 1 and 2 apply respectively.
4. Upon receiving the consent of the Hotel, the Customer is entitled to use its own telephone, fax and data transmission facilities; the Hotel is entitled to charge a connection fee therefor. If the connection of the Customer's facilities causes suitable connections of the Hotel to go unused, then the Hotel is entitled to charge an outage fee.
5. Interruptions in technical or other facilities provided by the Hotel will be eliminated as rapidly as possible. The Customer is not entitled to retain or reduce payments, unless the Hotel is responsible for the interruption.
6. If the Hotel makes Internet hook-ups, connections and networks available, the Customer indemnifies the Hotel against any claims arising out of the illegal use of the Internet connection. Moreover, the Hotel is not liable for any property damages that occur due to use of the Internet or the networks by the Customer. The Rules XII Nos. 1 and 2 apply respectively.
7. The Customer is obligated, if it is arranging a musical presentation, to undertake the proper notifications and fee arrangements with GEMA (Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte = Society for Musical Performance and Mechanical Reproduction Rights). The Customer indemnifies the Hotel in this regard from any claims on the part of performing rights societies.

8. The Customer is to obtain any necessary official authorizations in a timely fashion and at its own cost.

X. Liability; decoration materials; exhibition items at events

1. In order to ensure acceptance and appropriate storage, the Hotel is to be informed five days in advance of the delivery of items for events.
2. Exhibition items that have been brought into the event premises and/or the Hotel, as well as other items, including those of a personal nature, are present at the risk of the Customer. The Hotel assumes no responsibility for the loss, destruction, or damage, nor does it assume any for financial losses, except in cases involving intent or gross negligence on the part of the Hotel. Exempted herefrom are cases involving loss of life, bodily injury or impairment of health. Moreover, indemnification from liability is excluded in all cases where, based on the circumstances of the individual case, custody represents a typical contractual duty. Statutory liability under §§ 701 ff. BGB remains unaffected thereby.
3. Decoration material that the Customer brings with it must comply with fire protection regulations. The Hotel is entitled to request an official certification attesting thereto. If the requested official certificate is not produced by the Customer, then the Hotel is entitled to remove all materials already brought in by the Customer at the Customer's expense. Due to the possibility of damage, the bringing in and setting up of items in the Hotel is to be arranged in advance with the Hotel.
4. Exhibition or other items that have been brought into the Hotel by the Customer are to promptly be removed at the end of the event. Should the Customer violate this obligation, then the Hotel is entitled to remove and store this material at the cost of the Customer or to charge the Customer a reasonable rental fee for the area in which it is stored at the Hotel. The Customer is entitled to prove that the aforementioned claim on the part of the Hotel is without basis or that the amount requested therefor is incorrect.
5. Packaging material (cardboard, boxes, plastic, etc.) that has been delivered to the Hotel by the Customer, must either be disposed of or taken along by the Customer after conclusion of the event. If the Customer does not do so, then the Hotel itself can dispose of the packaging materials and/or have it disposed of at the Customer's cost.
6. The foregoing provisions apply to all items rented from third party firms and brought into the Hotel premises at the behest of the Customer.

XI. Liability of the Customer for damages

1. The Customer is liable for all damages to the building or the Hotel inventory caused by it, by participants in the event and/or visitors thereto, employees, or other third parties.
2. The Hotel is entitled to request the Customer to provide for a reasonable amount of security (e.g. insurance, security deposits, guarantees, etc.).

XII. General liability of the Hotel; limitation of actions

1. The liability for the Hotel for its own fault and that of its vicarious agents is, regardless of the legal reasons therefor - taking into account the exception of No. 2 – limited to intent and gross negligence.
2. This limitation on liability does not apply to claims arising out of product liability, out of a guarantee assumed on the part of the Hotel and those claims that are based on loss of life, bodily injury or impairment of health, as well as those arising out of a violation of the so-called cardinal duties, i.e. duties for which the compliance therewith is essential to realising the purpose of the Contract and for which the Customer can rely on their fulfilment. However, in this last case liability is limited to compensation for typical, foreseeable average damages.
3. If there are interruptions in the service of the Hotel or the service is in some way defective, then the Hotel will seek a remedy upon gaining knowledge thereof or prompt notification concerning this matter by the Customer. The Customer is obligated to make reasonable efforts to eliminate the problem and to keep damages to a minimum. Moreover, the Customer is obligated to promptly notify the Hotel of the possibility if there will be an extraordinarily high level of damage.
4. Items the Customer brings with it to the Hotel are brought at its own risk. Outside of intent or gross negligence the Hotel assumes no damage for the loss, destruction, or damage to such items.
5. If the Customer obtains a parking place in the Hotel garage or in the Hotel parking lot – whether for free or for payment – this does not give rise to a custody agreement in the sense of §§ 688 ff. BGB. The Hotel is not liable for loss of or damage to the motor vehicle or its content, except in case of intent or gross negligence.
6. Messages, mail and delivery of packages for the Customer are handled with care. The Hotel only undertakes the delivery, custody and forwarding at the risk and cost of the Customer. Except for those involving intent and gross negligence, claims for damages against the Hotel are excluded.
7. Claims of the Customer become time-barred primarily in accordance with the statutory provisions therefor. In derogation of § 195 BGB the limitation period for all claims of the Customer is one year. In derogation of § 199 Par. 3 No. 1 and Par. 4 BGB all claims for damages and other claims without regard to knowledge of or grossly negligent lack thereof is five years from the time the claim arises. The aforementioned exceptions do not apply for damage claims based on loss of life, bodily injury, impairment to health or freedom, or if the Hotel acted with intent or gross negligence.

XIII. Lost property

Items left behind will only be forwarded to the Customer at its own request, risk and cost. The Hotel keeps items that have been left behind in its custody for six months. After this point and time, the party who found the item becomes the owner thereof if the original owner is either not known or has not yet notified the Hotel.

XIV. Information in accordance with § 36 VSBG (Verbraucherstreitbeilegungsgesetz = Law on Alternative Dispute Resolution in Consumer Matters)

Grand Hyatt Berlin does not elect (and is not obligated) to participate in a dispute settlement procedure through consumer arbitration boards.

XV. Data protection

Grand Hyatt Berlin follows the data protection guidelines for guests to be found at: <http://privacy.hyatt.com> ("Data protection guidelines").

1. Introduction

We use your personal information in order to fulfil our commitment to providing an unparalleled guest experience in connection with all of your interactions with Hyatt (the "Purpose"). As part of that undertaking, we are committed to safeguarding the privacy of the personal information that we gather.

As one of our guests or someone else with whom we do business, we collect, use and disclose your personal information in accordance with this Privacy Policy for Guests EU (this "Policy").

2. The Application of this Policy

This Policy applies to personal information regarding guests and the other individuals from the European Union, United Kingdom and Switzerland with whom we do business or who visit us at Hyatt Locations (as defined below) in those same countries and to the use of that personal information in any form, whether oral, electronic and/or written.

This Policy gives effect to our commitment to protect your personal information and has been adopted by all of the separate and distinct legal entities that manage, operate, franchise, license, own and/or provide services to the various locations operating under or in connection with the Hyatt®, Park Hyatt®, Miraval®, exhale®, Grand Hyatt®, Hyatt Regency®, Andaz®, Hyatt Centric®, The Unbound Collection by Hyatt®, Hyatt Place®, Hyatt House®, Hyatt Ziva, Hyatt Zilara or Hyatt Residence Club® brands around the world, including independently-branded locations affiliated with Hyatt (individually, "Hyatt Location" and collectively, the "Hyatt Locations"). Those entities include Hyatt Hotels Corporation, its direct and indirect subsidiaries, and all of the separate and distinct legal entities that own the individual Hyatt Locations worldwide or provide services to you under a Hyatt brand. References to "Hyatt", "we" and "our" throughout this Policy, depending upon the context, collectively refer to those separate and distinct legal entities. A list of the Hyatt entities may be found here.

While this Policy is intended to describe the broadest range of our personal information processing activities globally, those processing activities may be more limited in some jurisdictions based on the restrictions of their laws. For example, the laws of a particular country/region may limit the types of personal information we can collect or the manner in which we process that personal information. In those instances, we adjust our internal policies and/or practices to reflect the requirements of local law.

If you are a Hyatt associate, please see the applicable Privacy Policy for Employees or your applicable employer's privacy policy, as this Policy does not apply to your personal information, unless collected in your capacity as a guest.

3. Types of Personal Information We Collect

The term “personal information” in this Policy refers to information that identifies or is capable of identifying you as an individual. The types of personal information that we process (which may vary by jurisdiction based on applicable law) include:

- your name, gender, personal and work contact details, business title, date and place of birth, image, nationality, and passport and visa information;
- biometric information, voice recognition (e.g., Alexa), facial recognition;
- guest stay information, including the hotels where you have stayed, dates of arrival and departure, goods and services utilised, special requests made, observations about your service preferences (including room and vacation preferences), telephone numbers dialed and faxes, texts and telephone messages received;
- your credit card details, payment method details and your account details and credentials for the Hyatt frequent guest program and any frequent flyer or travel partner program;
- any information necessary to fulfil special requests (e.g., health conditions that require specific accommodation or services);
- information, feedback or content you provide regarding your marketing preferences, in surveys, sweepstakes, contests or promotional offers, or to our websites or apps and those of third parties;
- information collected whilst at a Hyatt Location through the use of closed circuit television systems, internet systems (including wired or wireless networks that collect data about your computer, smart or mobile device, or your location), card key and other security and technology systems;
- information collected whilst you access a Hyatt app or Hyatt website (we describe this in more detail in Sections 7 and 8 below);
- contact and other relevant details concerning the employees of corporate accounts and vendors and other individuals with whom we do business (e.g., travel agents or meeting and event planners); and
- in limited cases, information relating to the credit of customers.

Much of the personal information we process is information that you or someone acting on your behalf knowingly provides to us. However, in other instances, we process personal information that we are able to infer about you based on other information you provide to us or during our interactions with you, or personal information about you that we receive from a third party (such as your travel agent, airline, employer (where your employer books travel for you), or your third party card or loyalty scheme provider). This Policy also applies to the personal information about you that we receive from a third party, unless specifically covered by such third party’s privacy policy.

There may be instances in which the personal information that you provide to us or that we collect is considered Sensitive Personal Information under the privacy laws of some countries or regions. Those laws define “Sensitive Personal Information” to mean personal information from which we can determine or infer an individual’s racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership in a trade union or professional association, physical or mental health or condition, medical treatment, genetic data, biometric information, and information about an individual’s sexual life or sexual orientation. In some very rare instances, financial records may constitute Sensitive Personal Information where you are located. If we rely on consent to process your Sensitive Personal Information, you have the right to withdraw that consent at any time. We only process Sensitive Personal Information in your jurisdiction if and to the extent permitted or required by applicable law.

Save to the extent required by law, you are not obliged to provide Hyatt with any of your Sensitive Personal

Information, and should you choose not to, this will not prevent you from purchasing any products or services from Hyatt.

4. How We Use Personal Information

Subject to applicable laws, we may collect, use and disclose portions of your personal information in order to:

- provide and charge for hotel accommodation and other goods and services;
- provide you with a better or more personalized level of service, including information and services from a third party (such as additional guest services at Hyatt hotels and resorts, local attractions and transportation options);
- facilitate services on your behalf, including restaurant and transportation transactions;
- administer the Hyatt frequent guest program (e.g., World of Hyatt®);
- fulfil contractual obligations to you, anyone involved in the process of making your travel arrangements (e.g., travel agents, group travel organizers or your employer) and vendors (e.g., credit card companies, airline operators and third party loyalty programs);
- conduct market research, customer satisfaction and quality assurance surveys, and direct marketing and sales promotions (although please see Section 9 below for more information about how we conduct direct marketing);
- provide for the safety and security of staff, guests and other visitors;
- administer general record keeping;
- meet legal and regulatory requirements;
- test and evaluate new products and services; and
- process credit applications (for example, in the context of Hyatt Residence Club locations).

When we process your personal information as one of our guests or someone else with whom we do business, we do so in our legitimate interests (as detailed above), because of legal obligations we are subject to or because the information is required to fulfil contractual obligations to you, anyone involved in making your travel arrangements (e.g., travel agents, group travel organizers or your employer) and vendors (e.g., credit card companies, airline operators and third party loyalty programs).

Hyatt uses and retains your personal information for as long as is necessary to fulfil the purpose for which it is being processed, and in line with our legal and regulatory obligations and risk management guidelines. For example, reservation records are retained for a period of five (5) years following the year in which the reservation was made, and sales contracts are retained for a period of Statute of Limitations plus ten (10) years. Personal information in records may be maintained for longer periods if subject to a legal hold or specific country/region requirement.

5. Disclosures of your Personal Information

From time to time, we may disclose your personal information. We would always make that disclosure in accordance with applicable law.

Circumstances where we might make such disclosure (in addition to those described in Section 4 above) include:

5.1 Our Agents, Service Providers and Suppliers

Like most international hotel brands, we may outsource the processing of certain functions and/or information to third parties. When we do outsource the processing of your personal information to third parties or provide your personal information to third-party service providers, we oblige those third parties to protect your personal information in accordance with the terms and conditions of this Policy, with appropriate security measures. A list of the categories of third party agents, service providers and suppliers to which your information may be transferred may be found here.

5.2 Consumer Insights

Where we hold personal information about you, we may disclose this personal information to other companies that also hold information about you. These companies may combine the information in order to better understand your preferences and interests, thereby enabling them and us to serve you better. If your personal information is used for direct marketing purposes, you have the right to object to that by contacting us using the contact information provided under Section 12 below. Further information about how we conduct direct marketing may be found at Section 9 below.

5.3 Credit Authorization

When you request credit, your personal information will be used and disclosed to appropriate third parties in accordance with applicable laws for the purpose of determining whether to grant and maintain a line of credit to you.

5.4 Business Transfers

As we continue to develop our business, we may sell hotels and other assets, or cease being the manager or franchisor of a Hyatt Location. In those circumstances, we may include the personal information collected about you, or control of that personal information, as a business asset in any such transfer. Also, in the unlikely event that we, or substantially all of our assets, are acquired, personal information collected about you, or control of such information, may be one of the transferred assets.

5.5 E-Folio Program

If you are an employee or independent contractor of a company that participates in Hyatt's E-Folio Program, and you use the corporate credit card that is provided to you by your employer (if you are an employee) or corporate client (if you are an independent contractor) to pay for your hotel bill at a Hyatt property, then you may benefit from Hyatt's E-Folio Program.

Under the E-Folio Program, an extract of your bill (including the dates of your stay, your credit card details and amounts incurred at the Hyatt property including room charges and all incidental charges including but not limited to food, beverage and entertainment charges) will be transferred electronically by the Hyatt property via Hyatt's U.S.-based information system either to Hyatt or to a third-party service provider located in the United States who acts on Hyatt's behalf to compile the extract and transfer it to:

the credit card network operator, the credit card issuer and/or their respective subcontractors, who will, in turn, forward that extract to your employer or corporate client (and/or their respective subcontractors) to facilitate the processing and tracking of your travel-related expenses; or

in some limited circumstances, your employer or corporate client (and/or their respective subcontractors) directly for the same purpose.

The entities that receive the extract of your bill may be located in the United States, which does not have privacy laws that specifically address in detail all uses of personal information in the same way as in other parts of the world (notably Europe, Canada, Australia, South Africa and most of South America). In order to ensure the protection of your personal information, the transfer of that information to Hyatt's U.S.-based information system will be governed by our binding corporate rules (where they apply to you – for more information about our binding corporate rules please see Section 12 below). The third party service provider who acts on Hyatt's behalf to compile the extract will be subject to contractual provisions meeting the requirements of Hyatt's binding corporate rules.

Once the personal information is transferred to the credit card network operator, credit card issuer, your employer or corporate client and/or their respective subcontractors, it is no longer subject to the protections described in this Policy, but rather your own arrangements with your employer or corporate client, the relevant credit card network operator and/or the relevant card issuer.

5.6 Legal Requirements

We reserve the right to disclose any personal information we have concerning you if we are compelled to do so by a court of law or lawfully requested to do so by a governmental entity or if we determine it is necessary or desirable to comply with the law or to protect or defend our rights or property in accordance with applicable laws. We also reserve the right to retain personal information collected and to process such personal information to comply with accounting and tax rules and regulations and any specific record retention laws.

6. International Transfers of Personal Information

Like most international businesses, we have centralized certain aspects of our data processing activities in accordance with applicable laws, which, in many instances, will result in the transfer of your personal information from one country to another. For example, if you make a reservation and/or stay at one of the Hyatt Locations outside of the United States, the personal information gathered in that process will be transferred to and processed in the United States, in accordance with Hyatt's binding corporate rules (where they apply to you - for more information about our binding corporate rules please see Section 12 below). The jurisdictions where that information will be processed may or may not have laws that seek to preserve the privacy of personal information. Nevertheless, whenever your personal information is transferred within the Hyatt companies, your personal information will be processed in accordance with the terms and conditions of this Policy and applicable laws. A list of the main Hyatt Locations to which your personal information may be transferred, and the jurisdictions in which those entities are located, can be found by selecting "All" at: <https://www.hyatt.com/explore-hotels>.

Additionally, some of the third party suppliers to which we transfer your personal information may be based in different locations, some of which may have lower standards of data protection than in your home country. When we do transfer personal information to such third parties, we ensure appropriate safeguards are in place, and oblige those third parties to protect your personal information in accordance with the terms and conditions of this Policy, with appropriate security measures. These third parties broadly fall into two groups: (i) locally-provided

suppliers supporting individual Hyatt Locations or groups of Hyatt Locations, who may operate in any of the countries in which Hyatt Locations operate; or (ii) centrally-procured service providers, supporting Hyatt as a whole, who may be located in our major business locations, in particular the United States (where we are headquartered), Switzerland and Hong Kong.

7. Information We Collect When You Visit Us Online

If you access any Hyatt website, you may wish to know the following:

7.1 You Can Browse Without Revealing Who You Are

You can always visit our websites without logging in or otherwise revealing who you are.

7.2 Usage Information

When you visit our websites, we collect information about how you use those websites. Examples of such information include the Internet Protocol address automatically assigned to your computer each time you browse the Internet, the date and time of your visit, the pages you access and the amount of time you spend on each page, the type of Internet browser you use, your device's operating system and the URL of any websites that you visited before and after visiting our website. That information is not linked to you as an individual unless you create a user profile, but we may keep records of the type of device being used.

7.3 Cookies and Other Similar Technology

We use cookie technology on our websites to allow us to evaluate and improve the functionality of our websites. Our cookies by themselves cannot be used to reveal your identity. They identify your browser or device, but not you, to our servers when you visit our websites. For information about how Hyatt uses cookies, visit hyatt.com.

If you do not want to accept cookies, you can block them by adjusting the settings on your Internet browser. However, if you block them, you will not be able to use all of the features of our websites, including the customization features associated with creating a user profile. Further information about cookies and other similar technology and how they work is available at allaboutcookies.org.

7.4 Social Media

Our websites may also contain plug-ins and other features that integrate third party social media platforms into our websites. You will be able to activate them manually. If you do so, the third parties who operate these platforms may be able to identify you, they may be able to determine how you use this website and they may link and store this information with your social media profile. Please consult the data protection policies of these social media platforms to understand what they will be doing with your personal data. If you activate these plug-ins and other features, you will be doing so at your own risk.

7.5 Creating a User Profile

You can create a user profile on a Hyatt website to, among other things, facilitate your online transactions, and to

tailor your experience on our websites to your interests. This allows us to make more appropriate recommendations to you. We may use the information you provide in your user profile to populate other databases maintained by us and our service providers, as applicable. By creating a user profile, you are agreeing that we may use the personal information you provide for these purposes.

You can view, update or remove any personal information that you have provided to us for inclusion in your user profile by amending your user profile online or emailing concierge@hyatt.com. If you subsequently elect to remove your user profile, we reserve the right to use any personal information previously provided by you for inclusion in your user profile for record keeping and quality assurance purposes (unless we are required by law to delete or cease to process or use your personal information). Even if you choose not to create a user profile, you can still use our websites to search for and purchase services.

7.6 Links to Other Websites

If you visit a Hyatt website and decide, for example, to purchase a gift certificate, make an airline reservation, rent a car, submit award request forms or apply for a job online, you may be seamlessly linked to websites maintained by third parties with whom we have contracted to provide those services. If you click on a link found on our websites or on any other website, you should always look at the location bar within your browser to determine whether you have been linked to a different website. This Policy, and our responsibility, is limited to our own information collection practices. We are not responsible for, and cannot always ensure, the information collection practices or privacy policies of other websites maintained by third parties or our service providers where you submit your personal information directly to such websites. In addition, we cannot ensure the content of the websites maintained by these third parties or our service providers, even if accessible using a link from our websites. We urge you to read the privacy and security policies of any external websites before providing any personal information while accessing those websites.

7.7 Security

Because the security of your personal information is important to us, we use Transport Layer Security (“TLS”) software in order to encrypt the personal information that you provide to us. When using TLS, your transmission of personal information to us online will be encrypted. You can verify whether your personal information is transmitted using TLS encryption by confirming the symbol of a closed lock or solid key inside your browser address bar. You can also verify that your personal information will be encrypted using TLS encryption by making sure that the prefix for the web address listed for that page has changed from “http” to “https”. If you do not see the appropriate symbol and/or the “https” prefix, you should not assume that the personal information that you are being asked to provide will be encrypted prior to transmission.

The personal information we collect from you online is stored by us and/or our service providers on databases protected through a combination of physical and electronic access controls, firewall technology and other reasonable security measures. Nevertheless, such security measures cannot prevent all loss, misuse or alteration of personal information and we are not responsible for any damages or liabilities relating to any such incidents to the fullest extent permitted by law. Where required under law, we will notify you of any such loss, misuse or alteration of personal information that may affect you so that you can take the appropriate actions for the due protection of your rights.

7.8 Minor Children

Our websites do not sell products or services for purchase by children and we do not knowingly solicit or collect personal information from children. If you are under the age of 18 (or a minor in the jurisdiction in which you are

accessing our websites), you may only use our websites with the involvement of a parent or guardian.

7.9 Targeted Advertising

Where permitted by law, we may work with other companies to share advertisements or marketing that we think you may find relevant and useful. This may include advertisements displayed on our own websites or apps or communications sent by us, or advertisements from us displayed on other companies' websites. The advertisements you see may be based on information collected by us or third parties and/or may be based on your activities on our websites or third-party websites.

8. Apps

When you download or register to use one of our apps, you may submit personal information to us such as your name, address, email address, phone number, date of birth, username, password and other registration information, financial and credit card information, personal description and/or image.

Further, when you use our apps, we may collect certain information automatically, including technical information related to your mobile device, your device's unique identifier, your mobile network information, the type of mobile browser you use and information about the way you use the app.

Depending on the particular app you use and only after you have agreed to such collection, we may also collect information stored on your device, including contact information, friends lists, login information (where necessary to allow us to communicate with other apps at your request), photos, videos, location information or other digital content. Further details of the kinds of information we collect is set out in the privacy notice for each individual app.

9. Choice

You may always choose what personal information (if any) you wish to provide to us. However, if you choose not to provide certain details, some of your experiences with us may be affected (for example, we cannot take a reservation without a name).

If you provide us with your contact details (e.g., postal address, email address, telephone number or fax number), we may contact you to let you know about the products, services, promotions and events offered that we think you may be interested in. Additionally, where you have consented to us doing so, we may also share your personal information with carefully-selected third parties, who may communicate directly with you. You can always choose whether or not to receive any or all of these communications by contacting us as described in Section 12 below or following the "unsubscribe" instructions contained in the communications.

If you have an account with our frequent guest program (e.g., World of Hyatt®), we ask you to indicate your communication preferences at the time you apply for membership or when you create your user profile. We may also ask you to indicate how you would like to receive any offers, marketing and promotional information (e.g., via email or regular mail) and whether you would be willing to participate in surveys. Once you have indicated your preferences, you can always change them.

In some jurisdictions, in addition to you agreeing to this Policy, data privacy laws may require us to obtain a separate consent before we send you information that you have not specifically requested. In certain circumstances, your consent may be implied (e.g., where communications are required in order to fulfil your requests and/or where you have volunteered information for use by us). In other cases, we may seek your consent expressly in accordance with applicable laws (e.g., where the information collected is regarded to be Sensitive Personal Information under local regulations).

We will abide by any request from you not to send you direct marketing materials. When such a request is received, your contact details will be “suppressed” rather than deleted. This will ensure that your request is recorded and retained unless you provide a later consent that overrides it.

10. Updating or Accessing Your Personal Information

Under data protection law in Europe, you have various rights in relation to the personal information about you that we process.

With some limited exceptions, you have rights to access and update personal information held about you. If you want to inquire about any personal information we may have about you, you can do so by sending us a written request by letter or email to the addresses set out in Section 12 below. Please be sure to include your full name, address and telephone number and a copy of a document evidencing your identity (such as an ID card or passport) so we can ascertain your identity and whether we have any personal information regarding you, or in case we need to contact you to obtain any additional information we may require to make that determination. Where you make more than one request in quick succession, we may respond to your subsequent request by referring to our earlier response and only identifying any items that have changed materially.

You may request that we correct, delete, and/or stop or restrict processing or using personal information that we hold about you by sending a letter or email to the addresses set out in Section 12 below. If we agree that the personal information is incorrect, or that the processing should be stopped, we will delete or correct the personal information. If we do not agree that the personal information is incorrect we will tell you that we do not agree, explain our refusal to you and record the fact that you consider that personal information to be incorrect in the relevant file(s).

You may also seek to exercise your right to data portability by sending a letter or email to the addresses set out in Section 12 below.

Finally, you may in some circumstances have the ability to object to the processing of your personal information on the grounds of your particular situation. You may do so by sending us a written request by letter or email to the addresses set out at Section 12 below. If we agree that you are entitled to so object, we will cease to process your personal information.

If you are unhappy with the way we have handled your request, you can escalate your concern to the Chief Privacy Officer by sending an email to privacy@hyatt.com.

11. Changes to this Policy

Just as our business changes constantly, this Policy may also change. Where the Policy changes, we will take appropriate steps to bring the amendment to your attention. To assist you, this Policy has an effective date set out at the end of this document.

12. Request for Access to Personal Information/Questions or Complaints

If you have any questions about this Policy, about the processing of your data described, or any concerns or complaints with regard to the administration of the Policy, or if you would like to submit a request (in the manner described in Section 10 above) to exercise your rights in relation to the personal information that we maintain about you, please contact us by any of the following means:

- by calling one of the following toll-free reservation numbers located at the Customer Service page on hyatt.com;
- by mail at Hyatt Hotels & Resorts, Attn: Consumer Affairs, 9805 Q Street, Omaha, NE 68127, United States; or
- by contacting the front desk at any of our locations.

If you are not satisfied with the response that you receive, you can escalate your concern to the Chief Privacy Officer by sending an email to privacy@hyatt.com.

While this Policy alone does not create contractual rights, Hyatt has ensured compliance with some of its legal obligations in some countries in relation to personal information by creating a set of binding standards and policies (known in some countries as binding corporate rules), approved by a number of national privacy regulators. As a result, depending on your circumstances and location, you may be able to enforce your privacy rights using those standards or policies through that regulator or a court. If you would like to know more about these standards and policies, please contact Hyatt Hotels & Resorts at the address above or the Chief Privacy Officer at the email address above.

All requests for access to your personal information must be submitted in writing by letter or email. We may respond to your request by letter, email, telephone or any other suitable method.

In the event of any inconsistencies between the English version of this Policy and any version of this Policy in any other language, the English version shall prevail.

XVI. Concluding provisions

1. Changes to or modifications of this Contract or of these General Terms and Conditions of Business must be in writing in order to be valid. If the Customer is a consumer, then text form is sufficient for its declaration (§ 126 b BGB).
2. The place of performance and payment is the location of the Hotel.

3. The exclusive place of jurisdiction – including for matters concerning checks and currency – in commercial transactions is the location of the Hotel. If a Customer meets the qualifications of § 38 Par. 2 ZPO (Zivilprozessordnung = German Code of Civil Procedure) and has no general place of jurisdiction in the Federal Republic of Germany, then the location of the Hotel is to be deemed its place of jurisdiction.
4. The sole law applicable is that of the Federal Republic of Germany. Any applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and that of the rules for conflict of laws is excluded.
5. If some provisions of these General Terms and Conditions of Business are invalid or void, then the validity of the remaining provisions remain unaffected.