

## § 1. General provisions

1. These Terms and Conditions, hereinafter referred to as "Terms and Conditions", set out the rules for participation in the Loyalty Programme, addressed to customers of Sun & Snow Sp. z o.o.
2. The Terms and Conditions set out the rules for the awarding of points for a booked and completed stay in Sun & Snow apartments, the granting of percentage discounts and other bonuses in relation to the number of points collected, the advertising and cancellation of points collected for using Sun & Snow's services.
3. The Terms and Conditions also set out the rules for the operation of the recommendation system among Customers, included in the "Recommend and Earn" Loyalty Programme ("Polecaj i zarabiaj").
4. The Loyalty Programme has been in effect since 01 January 2023 until the cancellation date, which will be communicated by the Organiser to participants at least one month in advance via information posted on the Organiser's website, whereby the Programme User has the right to exercise the privileges obtained as a result of participation in the Programme for up to three months after its termination.
5. The loyalty program was launched on June 27, 2023. Discounts are accumulated for bookings made from the moment of joining the loyalty program.
6. These Terms and Conditions are available at [www.sunandsnow.pl](http://www.sunandsnow.pl).
7. The email address for correspondence with the Organiser regarding the Loyalty Programme, hereinafter referred to as the "Organiser's address", is: [program@sunandsnow.pl](mailto:program@sunandsnow.pl).

## § 2. Definitions

### Terms and definitions:

- a) Participant - a natural person of legal age, who has rented the Sun & Snow apartment at least once in any location and has a user account (Customer Panel) on the website.
- b) Organiser - Sun & Snow Sp. z o.o. with its registered office in Warsaw, ul. Gałczyńskiego 4, 00-362 Warszawa, Poland, entered in the Business Register, maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under no. 000318497, REGON statistical number 141534979, NIP (Tax Identification Number) 5213507582.
- c) Service - renting an apartment for a short-term period via the website [www.sunandsnow.pl](http://www.sunandsnow.pl), Sun & Snow's telephone booking centre or through a local office.
- d) Loyalty Programme - a programme introduced by Sun & Snow Sp. z o.o. and included in these Terms and Conditions, which is based on collecting points and receiving bonuses defined in these Terms and Conditions (in particular discounts for stays in the Sun & Snow apartments) and defines the recommendation system among Customers.
- e) Points - points awarded to the Participant taking part in the Loyalty Programme on the basis of "1 Point per PLN 1" spent for a stay at Sun & Snow, which is calculated as

the amount due for the stay including the fee for preparing the apartment and other fees as well as additional services.

- f) Customer Panel - a Participant's account available after logging on: [www.sunandsnow.pl](http://www.sunandsnow.pl), which allows viewing current and archived bookings, editing User data, invoice data, viewing collected points. The Loyalty Programme rules and Terms and Conditions are also available in the Customer Panel.
- g) Discount - a percentage or quota discount on the apartment rental price set by the Organiser, as specified on the website [www.sunandsnow.pl](http://www.sunandsnow.pl).
- h) Discount code – it is a sequence of letters, numbers and/or characters which allows the Participant to rent an apartment under special conditions set by the Organiser. Synonymous words are "discount coupons", "coupon code" and "promotional code".
- i) Mailing address of the Organiser - Sun & Snow Sp. z o.o., ul. Gałczyńskiego 4, 00-362 Warsaw, Poland.
- j) The Organiser's email address is [program@sunandsnow.pl](mailto:program@sunandsnow.pl).

### § 3. Conditions of participation

1. The conditions to join the Loyalty Programme are:
  - a) registration by filling in the Loyalty Programme membership form,
  - b) reading and accepting these Terms and Conditions,
  - c) making and completing at least one rental reservation of the Sun & Snow apartment,
  - d) creation of the Participant Account in the Customer Panel,
  - e) fulfilment of other Participant's obligations described in these Terms and Conditions.
2. Participation in the Loyalty Programme is free of charge, voluntary and available to any person who is legally authorised to agree to the Programme Terms and Conditions.
3. A customer who wishes to join the Loyalty Programme should log on to the homepage [www.sunandsnow.pl](http://www.sunandsnow.pl) in order to get an access to the Customer Panel. Logging on to the website is tantamount to accepting the Terms and Conditions.
4. The customer who decides to join the Loyalty Programme agrees to provide correct personal data (first and last name, email address, telephone number). The Participant agrees to update the data if it has changed. Changes to the data can be made individually in the Customer Panel or by emailing a request to [program@sunandsnow.pl](mailto:program@sunandsnow.pl).

### § 4. Terms and Conditions of the Loyalty Programme, i.e. rules for awarding Points

1. The amount of the percentage discount for a Participant who has joined the Loyalty Programme depends on the number of Points collected as a result of completing a stay in the Sun & Snow apartment.
2. To avoid any doubt, a stay in the Sun & Snow apartment, which is the basis for collecting Points, is considered to have taken place when all of the following actions have been fulfilled:

- a) booking by the customer via the sunandsnow.co.uk website, via the Sun & Snow call centre or via a local office, including full payment of stay and any extra charges,
  - b) stay in the rented apartment for the entire duration of the reservation made,
  - c) no damage to the rented apartment caused by the Participant or persons accompanying the Participant or no repair of the total amount of damage caused, at the first request of Sun & Snow, in the event that such damage is caused by the Participant or persons accompanying the Participant.
3. Reservation Points will automatically collect within three days from the date of the Customer's check-out or from the date the damage referred to in section 2 above is rectified.
  4. Points are assigned to a specific User and it is not possible to transfer Points to another User, even if that User is a regular Sun & Snow Customer.
  5. For every Polish zloty spent on a booking, the Participant receives one (1) point. Grosze are rounded up to the nearest whole Polish zloty.
  6. The number of points collected, i.e. awarded to the Participant, determines the percentage of the discount granted in accordance with the accepted discount thresholds:
    - 5% discount from the apartment rental price for at least one booking completed, regardless of the amount of stay;
    - 6% discount from the apartment rental price for 5,000 points collected in the Customer Panel;
    - 7% discount from the rental price for 7,000 points collected in the Customer Panel;
    - 8% discount from the rental price for 10,000 points collected in the Customer Panel;
    - 10% discount from the rental price + personal assistant + additional bonus for 25,000 points collected in the Customer Panel.
  7. The customer recommendation system "Recommend and Earn" will also be part of the Loyalty Programme for Participants. The Participant will have the opportunity - after receiving the relevant information in the Customer Panel - to generate a recommendation code with a value of PLN 50 (Recommendation Code) and share it with a person who is not yet a Sun & Snow customer, i.e. who has not used the Services within 2 years before the date of introduction of the Loyalty Programme.
  8. Discount code reduces the rental price of the apartment.
  9. The Participant who shared the code will receive a discount code in the amount of PLN 30 provided that the stay in the Sun & Snow apartment (as defined in section 2 above) has been completed by the person with whom the code was shared.
  10. The code referred to in section 9 above is assigned automatically within 3 days of the completion of the stay in the Sun & Snow apartment by the person who received the Recommendation Code.
  11. The Recommendation Code is valid indefinitely. The code worth PLN 30 is valid for a period of 12 months. Both codes are available in the Customer Panel.
  12. The Points are valid for a period of 3 months after the Loyalty Programme termination, subject to the provisions of §5 and §8 of these Terms and Conditions.

13. In order to receive the percentage discount due to collected Points in the Customer Panel, the Participant should book a stay in the Sun & Snow apartment via [www.sunandsnow.pl](http://www.sunandsnow.pl), over the telephone or by email.
14. The Participant who makes a booking agrees to provide the email address given during account registration on the Sun & Snow website. If the Participant provides an email address other than the one used during account registration when making a booking (over the telephone, by email or via the Sun & Snow website), the Points will not be awarded.
15. The Sun & Snow employees do not have the right to grant discounts higher than those provided in the percentage thresholds of these Terms and Conditions.
16. The percentage discounts sum up with the discounts presented on the Organiser's website, which have an impact on the final price of a stay in a given term and sum up with the discount codes dedicated to Loyalty Programme Users marked with the symbol „PL", but do not sum up with other codes and discounts (including those of external partners). The discounts will be summed up so that the amount discount is calculated based on the amount previously minus the percentage discount code.

#### § 5. Conditions for resignation from the Loyalty Programme

1. The Participant may resign from the Loyalty Programme at any time and without giving any reason by sending a relevant statement to the Organiser's email address: [program@sunandsnow.pl](mailto:program@sunandsnow.pl) or by resigning individually in the Customer Panel.
2. The Participant may resign from the Loyalty Programme at any time. The resignation involves the loss of all Points without the possibility of transferring them to another User or claiming any compensation.
3. Resignations can be made individually in the Customer Panel or by emailing a request to [program@sunandsnow.pl](mailto:program@sunandsnow.pl).

#### § 6. Complaints procedure

1. All complaints related to the Loyalty Programme may be submitted in writing to the Organiser's address (ul. Gałczyńskiego 4, 00-362 Warsaw, Poland) or by email: [program@sunandsnow.pl](mailto:program@sunandsnow.pl).
2. Complaints will be considered by the Organiser within 14 days after receipt.
3. The Organiser will notify the person making the complaint in writing - by letter or email - of the manner in which the complaint is resolved.
4. The complaints procedure does not exclude or limit the Participant's right to seek redress through legal proceedings.

#### § 7. Personal data processing

1. Your personal data controller is Sun & Snow Sp. z o.o. with its registered office in Warsaw, ul. K.I. Gałczyńskiego 4, 00-362 Warszawa, Poland (hereinafter referred to as "Controller"). You can contact the Controller over the telephone: +48 22 450 26 00 or by email: [zgoda@sunandsnow.pl](mailto:zgoda@sunandsnow.pl)
2. Your personal data will be processed:
  - a) for the purpose of participation in the Programme, its implementation and issuing of the Prize. The legal basis for the processing is the necessity of the processing for the performance of the contract concluded between the Participant and the Organiser in the case of joining the Programme (Article 6(1)(b) of RODO/GDPR);
  - b) for the purpose of creating an account. The basis for the processing is the necessity of the processing in order to conclude and perform the contract for the provision of electronic services (Article 6(1)(b) of RODO/GDPR);
  - c) Your personal data will be processed for the purpose of considering any complaints related to your participation in the Programme and defending against any claims that may arise. The legal basis for the processing is the necessity of the processing to pursue the Controller's legitimate interest in determining, investigating and enforcing possible claims and defending against claims in proceedings before the courts and other state authorities, as well as considering complaints (art.6(1)(f) of RODO/GDPR);
3. Your personal data will be accessed by our employees, entities cooperating with our company which provide administrative, accounting, logistics, marketing, IT and telecommunication services and which support us in our activities. These entities will have an access to your personal data only for the purpose of carrying out the tasks related to the implementation of the Programme.
4. Provision of personal data is voluntary, but necessary for the above-mentioned purposes.
5. Your personal data will be processed during and after the Programme, due to the Organisers' legitimate interest in storing the data for the purposes of a possible defence against claims, for no longer than is required by applicable law.
6. You have the right:
  - a) to request an access to your personal data, its rectification, erasure or restriction, as well as the right to object to the processing and to data portability;
  - b) to lodge a complaint concerning our processing of your personal data to the competent data protection authority.
7. Your personal data will not be used for profiling or automated decision-making.

## § 8. Final provisions

1. The Programme Organiser has the right to revoke some or all of the Loyalty Programme Participant's privileges, as well as to remove the Participant from the Loyalty Programme in combination with the loss of all Points in the event of an exceptionally flagrant or hooligan breach of the apartment stay rules as described by the Organiser at: <https://www.sunandsnow.pl/regulamin> (Customer's Stay Procedure, § 6).
2. The Organiser reserves the right to remove Participant from the Loyalty Programme with the loss of all collected Points in a situation where the personal data provided by the User when creating an account in the Customer Panel prove to be untrue.
3. The Organiser is obliged to inform the Participant of the withdrawal of privileges resulting from participation in the Programme or to remove the Participant from the Programme by email, stating the reason for such a decision.
4. The Programme Organiser reserves the right to change the content of these Terms and Conditions without giving any reason and is obliged to keep the Loyalty Programme Participants informed of the changes via the website [www.sunandsnow.pl](http://www.sunandsnow.pl) or by email.