

General Terms and Conditions

„Falkensteiner Members Club“

(Valid from 10 May 2026)

1. Preamble

The “Falkensteiner Members Club” is a comprehensive customer loyalty and benefits programme that places the loyalty of its members at its core, enabling members to earn points at the various participating operating companies and to redeem them (in the form of benefits).

These General Terms and Conditions govern the legal relationships with the member that arise in connection with the “Falkensteiner Members Club”, the earning of points and the redemption of points (benefits).

2. Definitions

The following definitions apply to these General Terms and Conditions:

- **Benefits** are services or experiences offered to members by a participating operating company in exchange for points during a stay. A description of the benefits for each participating operating company is set out in the Collection and Redemption Conditions of the respective participating operating companies;
- **Inactivity** occurs where no points have been credited during an uninterrupted period of 60 months;
- **Lifetime Points** are the cumulative points credited in total over the course of the membership. The determining factor is not the current points balance at any given time, but the total number of all points earned since the commencement of the membership. Lifetime Points are relevant in particular for the determination of the member’s status level;
- **Points** are purely notional accounting units within the “Falkensteiner Members Club”, awarded by the participating operating company for the use of qualifying stays or services within the meaning of the Collection and Redemption Conditions;
- **Qualifying Stay** occurs where a member undertakes a stay at a participating operating company and that stay entitles the member to earn points within the meaning of the Collection and Redemption Conditions of the participating operating companies;
- **Qualifying Service** occurs where points are awarded by the participating operating company on the basis of the Collection and Redemption Conditions for services consumed;

- **Collection and Redemption Conditions:** The conditions published by the respective participating operating companies, which set out the requirements under which points may be earned (collected) and redeemed in the form of benefits. The applicable Collection and Redemption Conditions are published at <https://www.falkensteiner.com/sammel-einloesebedingungen>;
- **Participating Operating Companies** are those operating companies named in the Collection and Redemption Conditions;

3. FALKENSTEINER MEMBERS CLUB

3.1. Scope of these General Terms and Conditions

The contractual relationship concerning the "Falkensteiner Members Club" exists exclusively between FMTG Services GmbH and the member. It accordingly constitutes the basis for the legal relationship between FMTG Services GmbH and the member in connection with the provision of the "Falkensteiner Members Club". These General Terms and Conditions are valid from 10 May 2026.

3.2. Operator of the Falkensteiner Members Club

The operator of the "Falkensteiner Members Club" and the member's contractual partner is FMTG Services GmbH, Walcherstraße 1A, Staircase C2, Unit 6.04, 1020 Vienna, +43 509 9118 000, info@reservations.falkensteiner.com.

FMTG Services GmbH does not store these General Terms and Conditions. The user is solely responsible for saving and archiving the GTC. The "Falkensteiner Members Club" is provided to the member free of charge. The entire contractual relationship concerning the use of the "Falkensteiner Members Club" is concluded exclusively in the German language.

3.3. Participating Operating Companies

The participating operating companies cooperate contractually with FMTG Services GmbH in order to grant points to guests of the participating operating companies or to offer benefits.

The current list of participating operating companies, as well as information on the admission of new and the withdrawal of existing operating companies, is published in the Collection and Redemption Conditions and communicated to the member via the "Falkensteiner Members Club" and by e-mail.

4. PARTICIPATION

4.1. Eligibility for Participation

Membership in the "Falkensteiner Members Club" is free of charge.

Eligible to participate are natural persons who have reached the age of 18 and who have full legal capacity. Only one membership in the "Falkensteiner Members Club" may be held per guest.

4.2. Registration

Registration and also login to the "Falkensteiner Members Club" are carried out via the Falkensteiner ID in accordance with the Falkensteiner ID Terms of Use.

4.3. Communication

Communication between FMTG Services GmbH and the member takes place via the e-mail address most recently provided by the member and via the "Falkensteiner Members Club".

Legally relevant declarations from the "Falkensteiner Members Club" (e.g. terminations, requests for consent to new General Terms and Conditions, notifications regarding the discontinuation of the "Falkensteiner Members Club") shall in any event also be sent to the member by e-mail.

4.4. Commencement of Participation

The user may register for the "Falkensteiner Members Club". FMTG Services GmbH shall confirm admission to the "Falkensteiner Members Club" by e-mail.

The participation agreement on the basis of these General Terms and Conditions is concluded between FMTG Services GmbH and the member upon receipt of the registration confirmation.

4.5. Suspension of Member Access

The member is obliged to take appropriate precautions to ensure that third parties do not gain access to the login credentials for the "Falkensteiner Members Club". If there are indications of misuse, the member must immediately notify FMTG Services GmbH. FMTG Services GmbH is entitled to temporarily suspend access where this is necessary to prevent misuse.

4.6. Member Data

If the data provided by the member changes, the member must update this data in order to maintain the possibility of communication (in particular the e-mail address).

Data protection information pursuant to Articles 13 and 14 of the GDPR, including the purposes and legal bases for processing, storage periods, categories of recipients, any transfers to third countries, data subject rights, and information on the automated determination of membership status, is contained in the Privacy Policy available at <https://www.falkensteiner.com/datenschutz>. The Privacy Policy serves for information purposes only and does not give rise to mutual rights and obligations.

4.7. Status Levels

The status level is relevant insofar as participating operating companies offer certain benefits — subject to the Collection and Redemption Conditions — for each status level. Where benefits are limited in number, they shall be granted in order of receipt of the (benefit) redemption request (first-come, first-served principle).

The “Falkensteiner Members Club” provides for the following status levels for members:

- **Member** is any person who either (i) has not yet had any points credited, or (ii) has had points credited for the first time in connection with a single qualifying stay or a qualifying service at a participating operating company.
- **Repeater** is any person who has made at least two qualifying stays at participating operating companies, whereby these stays must be separated in time.
- **Traveller** is any person who, as a Repeater, has earned more than 3,000 points. The determining factor is the cumulative Lifetime Points credited in total over the course of the membership, not merely the current points balance.
- **Insider** is any person who, as a Repeater, has earned more than 6,000 Lifetime Points.

The status level is determined automatically on the basis of the criteria set out above from the date of membership in the “Falkensteiner Members Club”, by taking into account qualifying stays made from that date onwards. Members start at the Member status level as a rule and may attain higher status levels with increasing activity. A status level once attained shall generally be maintained, even if points are redeemed within the scope of the “Falkensteiner Members Club”. A downgrade shall only occur in the event of inactivity. A downgrade of status due to inactivity shall only take effect after prior notification by e-mail and notice in the “Falkensteiner Members Club” with a notice period of eight weeks.

During this period, the member may avert the downgrade by means of a points credit.

5. SCOPE OF SERVICES OF THE FALKENSTEINER MEMBERS CLUB

5.1. General

The participating operating companies grant points to members of the “Falkensteiner Members Club” in accordance with the Collection and Redemption Conditions. Points are credited to the “Falkensteiner Members Club” after departure (check-out) from the participating operating company.

If the member makes use of services of a participating operating company, a contractual relationship arises exclusively between the member and that operating company. FMTG Services GmbH does not become a party to such a contract. Information on the specific provision of services (e.g.

cancellation conditions, price components, availability) is provided solely by the respective operating company.

The points collected by the member may be redeemed for benefits, subject to the Collection and Redemption Conditions of the participating operating company.

5.2. Earning Points

The participating operating companies award points for qualifying stays and qualifying services used by a member of the "Falkensteiner Members Club".

Where a member has undertaken qualifying services or qualifying stays at a participating operating company, the respective operating company transmits to FMTG Services GmbH the information required for the crediting of points. FMTG Services GmbH processes this information exclusively for the purpose of maintaining the points balance.

FMTG Services GmbH credits the points to the "Falkensteiner Members Club" upon transmission by the operating company.

5.3. Redeeming Points and Using Benefits

The collected points may be redeemed in the form of benefits at the participating operating companies in accordance with the Collection and Redemption Conditions of the respective participating operating companies.

The benefits redeemable by the member at the respective participating operating company are displayed to the member in the "Falkensteiner Members Club". Redemption may take place during a stay on site, via the "Falkensteiner Members Club", or at the time of booking.

5.4. Validity Period of Earned Points

Collected points may be redeemed for benefits at the participating operating companies for a period of five years from the date of their accrual, whereby the oldest points are always redeemed first.

The member shall be notified by e-mail and by a notice in the "Falkensteiner Members Club" of the upcoming expiry at least eight weeks prior to the expiry date. Notification shall be made on a best-efforts basis on the basis of the most recently stored contact details.

5.5. Points Balance

The current points balance may be viewed in the "Falkensteiner Members Club" or may be enquired about via customer service.

6. TERMINATION OF PARTICIPATION

6.1. Termination by the Member

The member is free to terminate their membership in the "Falkensteiner Members Club" at any time and without stating reasons; no notice period

applies. Termination may be submitted in any technically possible form in writing, or by e-mail, or via the "Falkensteiner Members Club".

In the event of termination by the member, the points earned up to that date shall remain valid for a period of twelve months from receipt of the notice of termination. After the termination becomes effective, no further points may be earned.

6.2. Extraordinary Termination

FMTG Services GmbH is entitled to terminate the membership with immediate effect where there is good cause. Good cause shall be deemed to exist in the event of a material breach of these General Terms and Conditions or improper or fraudulent use of the programme.

In the event of extraordinary termination by FMTG Services GmbH, only those points that the member has obtained through misuse shall be forfeited. In all other respects, remaining points may be redeemed within six months of receipt of the notice of termination.

7. DISCONTINUATION OF THE FALKENSTEINER MEMBERS CLUB

FMTG Services GmbH is entitled to discontinue the "Falkensteiner Members Club" or to replace it with a comparable programme with a notice period of twelve months. The member shall be notified of a discontinuation or replacement in an appropriate manner, in any event also by e-mail. The collected points may be redeemed up to the date of discontinuation of the "Falkensteiner Members Club".

8. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

FMTG Services GmbH is entitled to make minor and objectively justified amendments to these General Terms and Conditions unilaterally.

This reservation of amendment covers exclusively amendments by which the member is not placed in a worse position. This includes in particular: the extension of the circle of eligible participating operating companies, the expansion of the possibilities for collecting and redeeming points, the extension of expiry or usage periods in favour of the member, other amendments to deadlines in favour of the member, purely editorial or linguistic adjustments without any material effect, as well as changes to the name of the status levels or the "Falkensteiner Members Club" itself.

FMTG Services GmbH shall notify the member of intended amendments in text form by e-mail and by a notice in the "Falkensteiner Members Club" at least six weeks before they come into force. The notification shall contain the wording of the amended provisions, the intended date of entry into force, and an express reference to the member's right to object and the member's right of special termination.

9. APPLICABLE LAW AND JURISDICTION

For members who are not consumers within the meaning of § 1 of the Austrian Consumer Protection Act (KSchG), the competent court in Vienna is agreed as the exclusive place of jurisdiction for all disputes arising from and in connection with the "Falkensteiner Members Club".