

## Supplementary Terms and Conditions Direct Booking Club

(As of April 2025)

### 1. Scope of Application

FMTG Services GmbH offers the "Direct Booking Club" in addition to the existing benefit and loyalty clubs. FMTG Services GmbH is a limited liability company under Austrian law, registered in the commercial register of the Commercial Court of Vienna under FN 304169 h, with its registered office at Walcherstraße 1A, Stiege C2, Top 6.04, 1020 Vienna, Austria, telephone number +43 (0) 50 9911 1000, VAT number ATU41981806 (hereinafter referred to as "FMTG", "we", or "us"), the contracting party of the participants of the "Direct Booking Club", and these terms and conditions govern the use of the "Direct Booking Club". These supplementary terms and conditions apply in addition to the general terms and conditions of the "Spirit Club".

The contractual relationship regarding the use of the "Direct Booking Club" shall commence upon the successful registration of the participant and shall be concluded for an indefinite period. The contract text shall not be stored by us. The participant is responsible for storing and archiving these supplementary terms and conditions.

### 2. Eligibility and Registration

#### 2.1 Eligibility

Participation is open to individuals who have reached the age of 18 and are fully legally capable. Only one participation per person is permitted.

Employees of FMTG Falkensteiner Michaeler Tourism Group AG, its affiliated companies, and companies with which a management contract exists (Falkensteiner Hotels & Residences) are not eligible to participate.

Additionally, members of the "Blue Spirit Club", "Gold Spirit Club", "Crystal Spirit Club", or "Diamond Spirit Club" are excluded from participation.

#### 2.2 Registration for the Direct Booking Club

Registration for the Direct Booking Club is carried out via <https://www.falkensteiner.com/loyalty/sign-up>. Upon completion of the application form, the applicant will receive a confirmation email. Membership in the Direct Booking Club is free of charge.

#### 2.3 Transferability

The membership card or membership is not transferable to other individuals.

The benefits of the Direct Booking Club are available only to the member themselves or to accompanying persons sharing the same room.

### 3. Benefits

Members of the Direct Booking Club shall receive the following benefits:

- A one-time allocation of 250 Welcome Points (worth €25),
- Free access to the wellness area on the day of arrival and departure, subject to the applicable terms and conditions, and individual assistance.
- Best price guarantee compared to online portals, considering booking parameters such as arrival and departure dates, number of persons and their age, room category, and inclusions.
- Exclusive member information regarding offers from participating operating companies, Club Weeks, Club Events, and Club benefits.
- Members who have stayed for more than 21 nights in our operating companies within a calendar year may, by invitation, join the "Blue Spirit Club". Their bookings can be tracked in the exclusive Falkensteiner Advantage Club portal.

#### 3.5 Welcome Points

Welcome Points can be redeemed with a direct booking at the hotel via email, phone, or the website ([www.falkensteiner.com](http://www.falkensteiner.com)) in conjunction with a hotel stay. Points may not be redeemed if a special rate is booked (e.g., group rates, event organizer rates, net rates, corporate rates). Welcome Points expire after 365 days.

### 4. Duration of Membership

The membership is granted for an indefinite period.

### 5. Participating Hotels

The operating companies of FMTG Falkensteiner Michaeler Tourism Group AG participating in the bonus programs are listed on [www.falkensteiner.com](http://www.falkensteiner.com). The list of participating hotels may change from time to time.

The current terms and conditions, benefits, and available services can be accessed by members at any time on <https://www.falkensteiner.com/en/direct-booking-club>.

### 6. Amendment of Terms and Conditions and Bonus Programs

FMTG Services GmbH reserves the right to amend the General Terms and Conditions or these supplementary terms and conditions for the Direct Booking Club, the content of the bonus programs, and the list of participating hotels at any time.

Members will be notified of changes via the last known email address or by other appropriate means. Any changes shall be deemed accepted by the member if they do not object in writing within one month of receiving the notification. FMTG Services GmbH shall specifically draw the member's attention to the changes and indicate that failure to object within one month of notification will be considered as acceptance of the changes.

If the member does not accept the changes, this will be treated as termination of the membership. FMTG Services GmbH will specifically inform the member of this when sending the amended terms and conditions.

## **7. Termination of Membership**

### **7.1 Termination by the Member**

The member may terminate their membership at any time, without notice and without specifying reasons, by email to [loyalty@falkensteiner.com](mailto:loyalty@falkensteiner.com) or by telephone at +43 (0) 50 9911 1000.

### **7.2 Termination by FMTG Services GmbH**

FMTG Services GmbH reserves the right to terminate the membership without notice if there is an important reason. Important reasons include, but are not limited to:

- Improper or fraudulent use of the program
- Unacceptable behavior in the hotel

### **7.3 Termination of the Bonus Programs**

FMTG Services GmbH reserves the right to discontinue the bonus programs at any time, without giving reasons, or to replace them with other programs. Termination or alteration of the bonus programs shall not entitle members to any claims.

## **8. Data and Privacy Protection**

FMTG Services GmbH complies with data protection regulations (GDPR, DSGVO, TKG 2021) as applicable. Personal data will only be collected, used, and disclosed where legally permitted or if the customer consents to the data collection.

Detailed information on the processing of personal data, the associated processes, and the rights of data subjects can be found in the data protection policy of FMTG Services GmbH, which is available at <https://www.falkensteiner.com/datenschutz>.

## **9. Miscellaneous – Applicable Law and Exclusive Jurisdiction**

If any provision of these supplementary terms and conditions is or becomes invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision that most closely reflects the economic intent of the invalid provision. The same applies to any gaps in these supplementary terms and conditions.

These supplementary terms and conditions shall be governed in their entirety by Austrian law, excluding conflict of laws and the UN Sales Convention.

For members who are not consumers under § 1 KSchG, the exclusive jurisdiction for any disputes arising from or in connection with the bonus programs and the General Terms of Use shall be the District Court for the Inner City of Vienna (1010, Innere Stadt / Wien).