

1. THE PROGRAMME

SHA Privileged is a Fidelity Programme, operated by Albir Hills Resort, S.A.U. with registered offices at Verdroler 5, 03581, El Albir, Alicante, Spain, and CIF (company tax ID) nº A-54081518 (henceforth, "SHA").

2. PURPOSE OF SHA PRIVILEGED

The purpose of SHA Privileged is to recognize and reward all guests who continuously trust in SHA and in its aim to take care of healthiness and wellness.

3. THE MEMBER

SHA Privileged membership is acquired automatically, with the exception of any guest who does not wish to be part of the Programme and states this intention, at the moment of the check in, by selecting the checkbox "I don't wish to subscribe to SHA Privileged", included in the sign-in sheet, or by writing to our Reservations Department or Loyalty Manager. The guest belonging to SHA Privileged will be titled from now on as "Member" of SHA Privileged. The Member will start accumulating SHApphires from the date of subscription to the Programme. Only individuals over the age of 18 years can be Members of the Programme. Membership to SHA Privileged is subject to the acceptance of these Terms and Conditions. Each Member can only have one personal account and the points will be credit directly to it. It is prohibited to sell or exchange, by any means, points associated with the Programme that identifies them as a Member. The Member will be the only person responsible for the personal data provided to the Owner for subscription to the Programme, as well as for updating this information by contacting Reservations Department via e-mail reservations@shawellnessclinic.com or via telephone +34 966 811 199.

4. SHAPPHIRE POINTS

The purpose of the Programme is to recognize and reward all guests who continuously entrust SHA Wellness Clinic. With this aim, the Member, who will enjoy stays at SHA Wellness Clinic, will accumulate SHApphires for the following reasons:

- STAY. Every actual stay, i.e. booked and paid for, enjoyed and completed at SHA. The concrete rates of SHApphires, depending on the category of the suite, can be viewed in Annex 1 of this Terms and Conditions
- RECURRENCE. When in a period of 36 months the Member will accumulate a total of 21 days in 3 stays at SHA Wellness Clinic, a quantity of 3000 SHApphires will be credit to the Member's account for every stay booked from this moment ahead
- EXPENSES. When the daily average of the expenses on extra services (except accommodation) is equal to 1.000€, we will accredit to the Member's account 1000 SHApphires
- NEW GUEST RECOMMENDED. By providing contact details of any family member and friends, that could be interested in SHA, by filling up the Satisfaction Form at the end of the stay at SHA or via e-mail. SHA will contact with the referred persons and, on behalf of the Member of the Programme, SHA will offer a special gift that will be enjoyed during the stay at SHA. Moreover 2000 SHApphires will be assigned to the Member of the Programme, once the referred guest will complete the stay at SHA, under the circumstance that it is the first stay made at SHA and it has been booked directly, without any agent or intermediates

SHApphires will not be earned or accumulated, in the following situations:

- When the stay has been partially or totally not paid by the referred guest/ Member of the Programme
- For any room-night free of charge due to promotion, marketing action or other reasons
- For any room-night enjoyed under a special circumstance not due to a marketing reasons
- For any room-night paid through an accumulated credit or a barter/ exchange deal

To obtain points and enjoy the associated benefits of SHA Privileged, it is essential for the Member to be identified at the reception, ensuring that the details of the person checking in match with those of the Member of the Programme.

SHApphires will appear in the account Member as:

- "Accumulated": It is the total of SHApphires generated along the stays
- "Expired": If along a period of time of 36 months, the Member will not enjoy any stay at SHA, the corresponding quantity of SHApphires necessary to access to the category below to the one acquired, it will expire. From this moment on, the SHApphires will expire every 24 months

5. ACCUMULATION OF SHAPPHIRES

The obtained points will only be accredited in the account of that Member who has personally stayed at SHA or who has used the service for which he/she has the right to obtain points and pays the respective invoice. The points will be accredited automatically in the Member's account at the moment of the check out and the SHApphires generated at the present stay will be taking into consideration for the category of belonging and the associated benefits, from the next stay.

6. CATEGORIES OF THE MEMBER

The categories of SHA Privileged are awarded or modified directly by SHA; they are assigned depending on the criteria of quantities of SHApphires accumulated and these criteria can be reviewed or modified at any time by SHA, with no need of prior communication to the Member of the Programme. The Member will obtain access to the categories of SHA Privileged by accumulating SHApphires in the following quantity:

- JADE: With a quantity below 15.000 SHApphires
- QUARTZ: With a quantity between 15.000 and 24.999 SHApphires
- RUBY: With a quantity between 25.000 and 49.999 SHApphires
- ESMERALD: With a quantity between 50.000 and 74.999 SHApphires
- DIAMOND: With a quantity equal or higher than 75.000 SHApphires

7. BENEFITS OF THE PROGRAMME

The Member will enjoy several benefits associated to each of the categories of SHA PRIVILEGED. All benefits are for one guest only and they are exclusively for the Member of the Programme with a SHA Privileged account. None of the benefits can be exchange for another benefit or service. SHA has the right to modify the benefits of the Programme at any time, with no need to inform the Member of the Programme in advance.

8. TRANSFER OF SHAPPHIRES

The Member is allowed to transfer SHApphires only to the trip's companion, with the only condition they are under same reservation number. The Member of the Programme, who will receive SHApphires, is the same person who will confirm the booking reservation. SHApphires will be transferred to the Member's account, when the invoice of the stay has been paid completely. The Member of the Programme will decide, at the moment of the payment, to transfer SHApphires to one or more of the trip's companion by signing a cession form. The Member can transfer SHApphires in the following quantities: 25%, 33,33%, 50%, 75% and 100%. In the event the Member decide to transfer SHApphires after he/she has left SHA, it would be possible to contact our Reservations Department via telephone, within one month time from the check out day. The Member of the Programme will need to provide the details of the trip's companion who will receive the SHApphires. The condition under which this would be possible is that the trip's companion is already Member of SHA Privileged. Once transferred, SHApphires can't be returned to the previous owner. The transferred SHApphires will be deducted from the accumulated SHApphires and assign to the new Member as accumulated SHApphires.

9. HOW TO KNOW MY CREDIT

The Member of the Programme can know the status of SHApphires account:
- In SHA, by contacting our Guest Relations or Front Desk Department
- Via email, by contacting our Loyalty Manager loyalty@shawellnessclinic.com
- Via telephone, by calling the Reservations Department +34 966 811 199
- Via SHA APP, by checking the personal account

10. POINTS REDEMPTION SYSTEM

The Member has the right to make a claim when, in their opinion, the information about their account and/or movements sent by the Programme does not comply with the applicable Terms and Conditions. The Member can submit their claim to our Loyalty Manager via email loyalty@shawellnessclinic.com or via telephone +34 966 811 199 by contacting our Reservations Department. They must always provide the relevant reservation number or any service purchased for reference purposes, plus a copy of the invoice. In each of these cases, the responsibility of SHA will be limited to the rectification of the error as soon as the Member credibly justifies the right to claim. In telephone communications, the Member must prove his/her identity by answering to the personal identification questions made by the service operator. Said claims can be lodged within 6 months from the check-out date or from the end of the service hired. Once this period has elapsed, no claims for possible points will be allowed and the Member expressly waives any claim thereto.

11. MEMBER REQUESTS TO UNSCRIBE AND CANCEL THE ACCOUNT

The Member of the Programme may unsubscribe as an account holder of the SHA Privileged, at any time and in the following ways:

- By writing to our Loyalty Manager loyalty@shawellnessclinic.com
- By contacting our Reservations Department +34 966 811 199
- By signing an unsubscribe form, along the stay at SHA

Dicha baja voluntaria implicará la pérdida de todos sus SHApphires y beneficios de forma automática en el mismo momento en que se cierre la cuenta del Titular.

This voluntary cancellation implies the automatic loss of all your points and benefits as soon as your account is cancelled, and your Member status will be withdrawn. Equally, SHA can cancel any Member's account, at their discretion, in the event of unsuitable use on the part of the Member, on the judgment of SHA, and the same goes in the case of obtaining points, as well as in the case of a Member not paying an invoice for a stay, product or service hired. New Programme Membership applications will not be accepted from the same person whose account has been cancelled due to inappropriate or improper use of points earned.

12. PROTECTION OF PERSONAL DATA

In accordance with the provisions set forth in Art. 5 of Organic Law 15/1999 Data Protection Act and in Art. 12 of Royal Decree 1720/2007, by registering with SHA Privileged, the Member is expressly consenting that the data, they provide throughout their relationship with SHA can be collected and processed in a file owned by Albir Hills Resort, S.A.U. with registered offices at Verderol 5, 03581, El Albir, Alicante, Spain.

The purpose of this process is to manage the proper functioning of the SHA Privileged, in order to provide you with the best customer service possible, and to send you advertising material about the products and services provided by the company. If you do not agree to the sending of the business information specified, please state this clearly by sending an email to our Loyalty Manager loyalty@shawellnessclinic.com. We inform you that you will be able to exercise the rights, recognized by Law, at any time, in particular, those regarding access, rectification, cancellation and opposition.

13. CHANGES OF THE PROGRAMME

The Owner reserves the right to cancel the Programme at any moment for commercial reasons regarding the internal operations of the company. Member will be advised of the changes. Once this period has passed, all points obtained by the Member will be automatically cancelled. The Member will have no right to any compensation for them and there will be no possibility to submit any claim to the Owner. The Programme can be cancelled without prior notice and without any liability and the previous paragraph will not apply under the circumstances of a force majeure or legal enforcement that prevents its continuity or operation. SHA may also unilaterally modify the operational structure of the Programme at any time and SHA will communicate the new operational structure for the Programme, the Terms and Conditions that govern it and the date on which it becomes effective, via email and via website. The Member, who does not wish to continue within the Programme, according to the new structure and conditions, can inform our Reservations Department +34966811199 or can contact our Loyalty Manager loyalty@shawellnessclinic.com.

14. USE OF SHAPPHIRES WITH OFFERS AND OTHER PROGRAMMES

The Member, who has a discount higher than 15%, cannot accumulate SHApphires. At the moment of the reservation, the Member can decide if keep the discount or start accumulating SHApphires and enjoy the wide list of benefits from the next stay.

- The Member of the Programme can belong to more than one Programme:
- SHA Privileged + Brand Ambassador
- SHA Privileged + Wellness Advocate

In the event of belonging to one of the above options, the Member will enjoy the benefits with the higher added value.

Any guest recommended by one of our Brand Ambassador or Wellness Advocate, or via Satisfaction Survey will commence to accumulate SHApphires from the next stay at SHA. On the first stay the referred guest will enjoy a list of benefits customized for the new SHA guest.

The Member can accumulate SHApphires with promotions i.e. 7 for 6 days, 14 for 12 and 21 for 18; these promotions will generate SHApphires on the paid room-night.

15. INTEGRITY

If any provision within these Terms and Conditions, or if the application of any provision were to be considered illegal, invalid or not enforceable, in full or in part, under any Law, said provision or part will be considered as not established but the legality, validity and applicability of the Terms and Conditions and the application of said provision to other people or in other circumstances will not be affected. This clause will not enter into force if it affects the fundamental nature of this contract or if it is contrary to public order.

16. APPLICABLE LAW AND JURISDICTION

The Terms and Conditions of the SHA Privileged are governed by the applicable regulations in Spain in this regard and, for any question that arises in relation to the interpretation and application of these General Terms and Conditions, the parties subject themselves, with an express waiver of any other jurisdiction that may apply to them, to the jurisdiction of the courts and tribunals Spain.

17. CONCLUSION

For the purpose of the information provided, the Terms and Conditions that regulate the operation of SHA Privileged and the FAQ of the loyalty Programme will be available at all times on the website www.shawellnessclinic.com and in our SHA APP.

ANNEX 1

DELUXE MONT	DELUXE MAR	SUPERIOR MONT	SUPERIOR MAR	GRAND MONT	GRAND MAR	PRESIDENCIAL	ROYAL
1000	1150	1500	1700	2000	2200	2500	3000