

# TERMS AND CONDITIONS OF THE LOYALTY PROGRAMME

## “THE COMMUNITY REWARDS”

### 1. RESPONSIBLE ENTITY

The loyalty programme “**The Community Rewards**” (the “**Programme**”) is owned by **Canarian Hospitality, S.L.**, with Tax ID number **B6881957** and registered address at Calle Montevideo, 12, 1º, Las Palmas de Gran Canaria 35007, Las Palmas, Canary Islands, Spain. The company is registered with the Mercantile Registry of Las Palmas and can be contacted for notifications via email at: [thecommunity@canarianhospitality.com](mailto:thecommunity@canarianhospitality.com) (hereinafter, the “**Company**”).

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### 2. PURPOSE OF THE PROGRAMME. ELIGIBILITY AND ACCESS

The purpose of the Programme is to reward the loyalty of guests who book stays at any of the tourist establishments operated under the “**MYND Hotels**” and/or “**Sholeo Lodges**” brands, both managed by the Company. Members of the Programme are granted exclusive benefits upon registering and booking via the websites [www.myndhotels.com](http://www.myndhotels.com) and/or [www.sholeolodges.com](http://www.sholeolodges.com).

The Programme is open to all natural persons over 18 years of age who stay at any MYND Hotels or Sholeo Lodges property and who choose to join the Programme (hereinafter referred to as “**Member**” or “**Members**”). Membership is individual, **free of charge**, and **voluntary**, and implies full acceptance of these Terms and Conditions as well as the privacy policy of Canarian Hospitality, S.L., available at the aforementioned websites.

Employees of Canarian Hospitality, S.L. are excluded from the Programme and may not register while their employment relationship with the Company remains active.

Each Member will have access to a private area on the Programme websites after registering. Access will be granted via username and password, where Members can view their current membership level and the corresponding benefits, as detailed below.

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### 3. SCOPE OF THE PROGRAMME – MEMBERSHIP LEVELS AND BENEFITS

The Programme consists of three tiers, each offering exclusive benefits that increase as the Member advances through the levels:

#### 3.1. *The Community Traveller* (Entry-Level)

This level is granted after the first stay, once the Member has registered with the Programme. Benefits include:

- **Exclusive discounts** on bookings made through our official websites.
- **Discounts at bars and restaurants** (available only in properties that offer such services).
- **Welcome gift** (available in hotels only).
- **Special offers in spa and wellness centres** (where applicable).
- **Free return coach transfers** to/from the airport for stays longer than 14 nights, subject to request. Only available at hotels where the booking was made via our own channels and exclusively with the non-refundable rate.
- **Priority access** to promotions, restaurants, and hotel-organised activities.

### 3.2. *The Community Explorer (Mid-Level)*

To attain this level, a Member must meet **at least one** of the following criteria during each programme year (1 August – 31 July):

- Spend **over €2,499 and less than €7,000** on bookings made through official channels within the programme year. Consecutive-night bookings count toward this amount.
- Make **over 4 and less than 12** non-consecutive bookings during the programme year through official channels. Only the first reservation is counted if consecutive bookings are made. A minimum of 7 nights must separate each booking for it to be counted separately.

Benefits include all those from the *Traveller* level, plus:

- Room upgrade to the next category (upon request and subject to availability).
- Free early check-in and late check-out (upon request and subject to availability).
- Complimentary shared airport transfer for stays longer than 14 nights (same conditions apply as above).

### 3.3. *The Community Globetrotter (Top Tier)*

This is the highest level in the Programme. A Member must meet one of the following criteria within each programme year (1 August – 31 July):

- Spend over €6,999 on bookings made via official channels. Consecutive-night bookings count toward this amount.
- Make 12 or more non-consecutive bookings through official channels during the programme year. Only the first reservation is counted in the case of consecutive bookings. A minimum of 7 nights must separate each booking.

Benefits include all those from the previous levels, plus:

- Room upgrade to the highest available category (upon request and subject to availability).
- Guaranteed access to hotel-organised activities and restaurants.
- Complimentary **private** airport transfer for stays longer than 14 nights (same conditions apply as above).

*Note: Benefits may be subject to minor variations, customisations, or exceptions depending on the specific hotel.*

Programme benefits are not cumulative between levels. Members are entitled only to the benefits of their current level.

Members can check their level in the private area of the programme websites.

Discount values associated with each level are determined by the Company's commercial policy and can be reviewed by Members on the official websites.

### **3.4. Special Terms for “StayVibe Rewards” Members**

Members of the “StayVibe Rewards” programme, which ends on 29 July 2025, will automatically have their reservation history and spending recognised under this Programme. They will be assigned the corresponding level as of 30 July 2025 based on the current criteria. If a Member disagrees with the automatic transfer, they may opt out of the Programme as described in section 6.

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## **4. DURATION, ELIGIBILITY, AND BENEFIT CALCULATION**

The Programme operates on an annual cycle from 1 August to 31 July.

Only bookings made through direct official channels will be eligible for benefit accumulation and level progression, including:

- The official websites of MYND Hotels and Sholeo Lodges
- The Company's reservations centre
- Direct bookings at participating properties

Eligible stays must be booked under standard public rates or specifically designated promotional rates.

### **Exclusions (not eligible for benefits):**

- Complimentary stays
- House-use stays
- Employee-discounted rates
- Confidential or non-qualifying rates

When a Member qualifies for a higher tier between 1 August and 31 July, the upgrade is immediate and the Member retains that tier until the end of the current year and the full following year.

If a Member does not meet the renewal criteria by the end of a Programme year, they will be downgraded by one level on 1 August.

Programme benefits are strictly personal and non-transferable.

Bookings made without prior Programme identification will not count towards benefits or level progression.

**Exception:** If a booking fails to register due to a website error, the Member has 30 days to notify the Company at [thecommunity@canarianhospitality.com](mailto:thecommunity@canarianhospitality.com) to rectify the issue.

**Special rules:**

- Consecutive bookings under the same Member name at the same property (e.g. back-to-back stays) will count as a single stay for the purpose of level progression, though the total spend will be counted.
- If multiple rooms are booked under one Member's name, only one stay will be counted, but the full spend will be recognised.

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## 5. PERSONAL DATA PROTECTION

In accordance with Regulation (EU) 2016/679 (GDPR) and Organic Law 3/2018, we inform you that:

- *Canarian Hospitality, S.L.* is the data controller.
- Data will be processed for the purpose of managing Programme participation, sending commercial communications and promotions, and personalising the Member's experience.
- The legal basis for data processing is the Member's consent and the execution of the membership agreement.
- Data will be stored while the Member remains active and for any legally required retention periods.
- Members may exercise their rights (access, rectification, erasure, objection, restriction, portability) by emailing [rgpd@canarianhospitality.com](mailto:rgpd@canarianhospitality.com) or by post to the registered address.

By registering, Members explicitly consent to the use of their personal data for the aforementioned purposes. Consent may be withdrawn at any time.

By accepting these Terms and Conditions, Members also agree to receive periodic email updates regarding their membership level, progress, and applicable benefits.

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## 6. VOLUNTARY WITHDRAWAL FROM THE PROGRAMME

Membership will remain active until the Member chooses to cancel it. Members may opt out at any time by sending an email to [thecommunity@canarianhospitality.com](mailto:thecommunity@canarianhospitality.com) with the subject line "UNSUBSCRIBE".

Upon withdrawal, all accrued benefits and rights are forfeited and cannot be transferred to another user or Member.

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## 7. FRAUDULENT USE OF THE PROGRAMME

In the event of any fraudulent use or abuse of the Programme, including (but not limited to) falsifying personal information, making fictitious bookings, attempting to obtain undue benefits, or suspected creation of accounts by third parties on behalf of others, the Company reserves the right to remove the Member immediately and without notice. A single notification will suffice.

As a result, all accrued benefits and rights will be lost. The Company may also take legal action against Members engaged in fraudulent or abusive practices.

Since the Programme is offered free of charge, Members expressly waive any claim for damages against the Company resulting from cancellation of their membership due to such misuse.

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## 8. MODIFICATIONS AND CANCELLATION OF THE PROGRAMME

*Canarian Hospitality, S.L.* reserves the right to modify these Terms and Conditions in part or in full, or to suspend or cancel the Programme at any time, subject to reasonable prior notice to Members (via website, email, or other means that provide proof of communication).

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## 9. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by Spanish law.

Any dispute or conflict shall first be addressed amicably by contacting the Company through the contact information provided in section 1.

If no amicable resolution is reached, both parties expressly agree to submit to the courts and tribunals of **Las Palmas de Gran Canaria**, waiving any other jurisdiction that may apply.