

Brown Hotels "Club Brown" Loyalty Club Regulations

1. General

- 1.1 For the benefit of its clientele, Brown Hotels Ltd., Company ID number 513956938 (hereinafter: the "**Company**") has established "Club Brown" member loyalty club which is limited exclusively to the chain's hotels and restaurants in Israel (excluding the chain's hotels in Greece and Croatia), as detailed on the Company's website and as defined herein (hereinafter: the "**Club**", "**Hotels**", "**Spa**" and "**Restaurants**", respectively).
- 1.2 The provisions of these regulations are subject to the provisions of the Consumer Protection Law, 5741-1981 (hereinafter referred to as the "**Law**"), the terms of use, and the privacy policy of the site.
- 1.3 The wording of these regulations are in male tense for convenience purposes only, however, they are applicable to all genders.

2. Definitions

- 2.1 '**Website**' – refers to the Company's website: <https://brownhotels.com/>.
- 2.2 '**Law**' – refers to the Consumer Protection Law, 5741-1981.
- 2.3 '**Club Benefits**' – refer to all detailed in Sections 4-5 of these regulations.
- 2.4 '**Club**' – refers to 'Club Brown' members loyalty club.
- 2.5 '**Hotels**'- refers to the listing of the Brown Chain's Hotels in Israel only.
- 2.6 '**Restaurants**'-refers to the list of restaurants as described at: <https://brownhotels.com/he/culinary>, excluding the Dvora Restaurant.
- 2.7 '**Spa**'-refers to the list of spa branches as described at <https://brownhotels.com/he/spa>
- 2.8 '**Club Member**' – refers to a private individual (not a corporation) who has joined the club and has been granted membership benefits thereof (as defined above), all as set forth in Section 3.

- 2.9 **'Room Charges'** – refers to charges incurred by the Club Member during his stay- food & beverage and spa treatments. In contrast, Room Charges do not include charges for the room's mini bar, laundry services, parking, tips, bicycle rental, and collaborations with external suppliers for tours, concerts, performances, external events, and so forth.
- 2.10 **'Registration Form'**- refers to the Club application form to be completed by any individual who wishes to join the Club, the wording of which may be periodically amended by the Company.
- 2.11 **'Club Member Membership Level'** – refers to three levels of membership the Club offers, based on the total amount of expenditures made by the Club Member for hotel reservations and Room Charges (as defined above) during the course of one calendar year, as detailed below:
- 2.11.A **Level 1 - Member** - a Club Member whose total purchase for hotel reservations and room charges exceeds 6,000 NIS during the course of one calendar year in which he is a valid Club Member.
- 2.11.B **Level 2 – Insider** - a Club Member whose total purchase for hotel reservations and room charges exceeds 6,000 NIS but does not exceed 12,000 NIS during the course of one calendar year in which he is a valid Club Member.
- 2.11.C **Level 3 – Leader** - a Club Member whose total purchase for hotel reservations and room charges exceeds 12,000 NIS during the course of one calendar year in which he is a valid Club Member.

For the avoidance of doubt, it is hereby clarified that at the end of a calendar year of Club Membership, any membership level shall automatically be reset to Level 1 - Member. In addition, it is hereby further clarified that Club Membership points and membership levels shall only be updated after the Club Member has checked-out and settled all due payments for his stay and Room Charges, following which the Club Member shall receive an email update to the email he

provided when joining the Club. The Club Members may verify the status of his Membership Level by contacting the Company as outlined in Section 11.

2.11.D **“Club Membership Period”** – refers to 5-year membership validity, starting from the date of joining the Club.

3. **The Process Of Joining The Club And Becoming A Member**

3.1 Club Membership is free of charge, subject to certain conditions and amendments that may be periodically imposed by the Company and published on the Company's website.

3.2 Any individual who meets the cumulative requirements listed below may join the Club:

3.2.1. Specifically, a private individual who is legally competent to perform binding legal actions, including an individual who has attained the age of 18 years or older.

3.2.1. An individual in possession of a valid Israeli identity card or valid foreign passport.

3.2.2. An individual who has a web-based e-mail account.

3.3 It is hereby clarified that Club Membership is not contingent upon placing a reservation online and/or via a branch.

3.4 In order to join the Club, a person may choose from the following options:

3.4.1 Online via the Website.

3.4.2 By calling the Company's reservation centre (hereinafter: **'Reservation Centre'**) at *9646.

3.4.3. In person at any Brown Hotel Front Desk (as defined above).

3.4.4. Affiliate websites, as periodically updated by the Company.

(Hereinafter the Company's **Website**, '**Reservation Centre** and **Hotels** shall be jointly referred to as '**Sales Channels**').

3.5 As part of the registration process (as defined above), all requested information must be entered and completed in a comprehensive and accurate manner on the Registration Form (as defined above), including but not limited to a person's full name, address, email, cellular phone number, and any additional information which may be required, including an identification number. Upon completing the Registration Form, the Club Member confirms that the information submitted to the Company is accurate, complete, and correct.

3.6 On completion of the registration process, the Company will create an account for the Club Member on the Company's website, allowing the Club Member to login using his password in order to view all personal information, including any purchases or reservations he has placed.

3.7 Furthermore, it is the responsibility of the Club Member to update the Company regarding any changes to the personal information he submitted in the registration form, including his email address, by logging into his account on the website in order to facilitate an ongoing relationship between the Company and the Club Member. It shall be hereby clarified that the Company shall not be liable for the lack of receipt of any benefit, newsletter, update of notification associated with the Club in the event that the Club Member fails to update any change in his personal information, as aforementioned.

3.8 A Club Member will be required to display a means of identification (comprising of an ID number and photo), which identifies him as a Club Member, in order to receive and/or use and/or take advantage of Club benefits.

3.9 Membership in the Club is valid for five years following the date of joining.

- 3.10 During the period of Membership in the Club, the Club Member shall be entitled to all Club benefits as defined above, and as outlined herein.
- 3.11 Club Membership may be subject to the Company requirement that the Member present a valid form of ID, as a condition of use.
- 3.12 For the avoidance of doubt, it is hereby clarified that Club Membership is personal, non-transferable, cannot be utilized or taken advantage of by any another individual, and is restricted to one account per individual. Furthermore, Club Membership is intended solely for private individuals, primarily for personal, domestic, or family purposes, and is not available for use by businesses, corporations, or institutions.
- 3.13 Club Membership constitutes affirmation and acknowledgement that the Club Member has thoroughly read and understood the regulations herein and that they are acceptable to him.
- 3.14 A completed Registration Form and its submission, as aforementioned, constitutes full consent of the individual wishing to join the Club to all provisions stated herein, including any future changes to such provisions. It is hereby clarified that neither the provisions of the regulations nor changes to such regulations shall give rise to any claim and/or demand by the Club Member.
- 3.15 The Company hereby reserves the right to periodically open additional clubs and grant various discounts, as it deems appropriate.

4. Club Discounts

- 4.1 As of joining the Club, the Club Member will be eligible to receive discounts on purchases made via the Company's Sales Channels only (i.e. Company Website, Reservation Center, Hotels and Affiliate Sites, as set forth in Section 3.4 above) and subject to the provisions of Section 3.8 above.
- 4.2 Club Members shall receive discounts on Hotel reservations and Room Charges based on their Membership Level, as detailed below:

	Hotel Reservations	Room Charges
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	(discounts are calculated according to the "BAR" rack rate	
Level 1- Member	10% Discount	10% Discount
Level 2- Insider	12% Discount	10% Discount
Level 3- Leader	12% Discount OR 15% Discount During the month of the Club Member's birthday and/or wedding anniversary	10% Discount

- 4.3 For the avoidance of doubt, it is hereby clarified that the final discount price will be determined based on the Club Member's Membership Level, during check out, at the time of payment.
- 4.4 Specifically, it is hereby clarified that the above club discount shall only be furnished to a Club Member who identify himself as a valid Club Members via the Sales Channels (i.e. that he registers as a Club Member on the Website prior to placing a reservation and when placing a reservation logs into his personal club account or identifies himself at the Reservation Centre or at the Hotel Front Desk). It is further clarified that no Club discount shall be applied to any reservation completed without providing Member identification details.
- 4.5 Additionally, no discount will be given on reservations paid for using vouchers, including but not limited to Nofshonit, Rayonit, BUYME, or reservations booked through a consumer club, as well as bookings made through travel agents and other external online websites (such as Booking, Expedia, etc.).

5. Accumulation and Realization of Club Points

- 5.1 A Club Members may accumulate and/or redeem points when placing reservations via Company's Sales Channels (i.e. the Company's Website, Reservation Centre, Hotels, and Affiliate Sites as defined in Section 3.4 above) provided they he identifies himself to the Company as Club Members in the manner outlined in Section 3.8 above, in the following manner:

- 5.1.1 When placing a reservation through the Company's Sales Channels, 5% of the total payment for the reservation will be accumulated as points, following check-out from the hotel.
- 5.1.2 When settling payment for Room Charges - 5% of the total value of the Room Charges will be accumulated as points, following check-out from the hotel.
- 5.2 It is hereby clarified that points will be accumulated following the deduction of applicable VAT to the amount due, according to Law. For example, during check-out, when paying for Room Charges in the amount of 1,000 NIS, 17% VAT is reduced (i.e., the total remainder is 855 NIS), therefore the Club Member will accumulate 43 points.
- 5.3 The Club Member will be entitled to accumulate and/or redeem the points by booking a total of two rooms only under the same reservation and on the same dates - where the first room is designated for the Club Member and the second room is designated for his nuclear family (parents and children), subject to one reservation made by a Club Member and insofar as the Club Member was actually present and stayed in one the aforementioned rooms.
- 5.4 Accumulated points will be valid for and expire after 24 months from the date of receipt.
- 5.5 Accumulated points will be credited to the Club Members account and may be reviewed online following three business days from the check-out date and confirmation of payment.
- 5.6 Each accumulated point shall be equivalent to one new shekel when redeemed, i.e., 1 point equals 1 NIS.
- 5.7 Once a Club Member has accumulated a minimum balance of 100 points in his account, he is entitled to redeem the points he has accumulated, in whole or in part. In the event that after redeeming the points, the Club Member's points balance is below 100 points, he will not be able to redeem the

remaining points left to his credit until at least 100 points have been accumulated.

- 5.8 Redeeming Hotel Reservation Points – In the event that a Club Member wishes to redeem Hotel reservation points, in whole or in part, for booking a hotel room, he shall be entitled to do so when paying for the reservation, i.e. at check-out.
- 5.9 Redeeming Restaurant Reservation Points - A Club Member is entitled to redeem the points he has accumulated, in whole or in part, in order to obtain a Restaurant gift voucher to cover Restaurant charges, by contacting the Company in writing by email to: club@brownhotels.com. The aforementioned gift voucher will be valid for two years from the date of its issuance. For the avoidance of doubt, it is hereby clarified that receipt of the aforementioned gift voucher does not entitle the Club Member to a reserved table at the Restaurants, and requires placing a reservation in an orderly manner, to secure a table, prior to arrival.
- 5.10 Points are not convertible to cash and/or gift vouchers and/or credit and/or any other rights, and they may only be redeemed.
- 5.11 No points will be awarded for reservations paid for using vouchers, including but not limited to Nofshonit, Rayonit, BUYME, or reservations booked through a consumer club, as well as bookings made through travel agents and other external online websites (such as Booking, Expedia, etc.).
- 5.12 For the avoidance of doubt, it is hereby clarified that points will only be accumulated on components that were actually paid for by cash or credit card. The accumulation of points will not be permissible for complimentary stays, or as a result of compensation of any kind, and/or as payment made in whole or in part via the realization of accumulated points (of any kind).
- 5.13 Points are accumulated in each Club Member's account individually, and points cannot be transferred from one Club Member's account to another.

- 5.14 At the Company's sole discretion, the percentage of points accumulated for reservations placed via the Company's Sales Channels and/or Room Charges may be altered periodically, including as part of promotional and benefit programs, and subject to applicable Law restrictions. It will be the Company's policy to provide updates to Club Members regarding the aforementioned, on its Website, as frequently as possible.
- 5.15 A Club Member accumulates points based on the final price paid, after any existing promotions in Hotels, shops, and Restaurants have been applied. The Company reserves the right to cancel multiple discounts and accumulations of promotions in the future, and subject to the applicable Law.

6. Club Membership Cancellation Policy

- 6.1 In the event that a Club Member wishes to terminate his membership in the club, he may submit a written request to the following address: club@brownhotels.com. Any points in his account will be cancelled, and the points cannot be converted into cash.
- 6.2 The membership of a Club Member may be revoked and any rights resulting from them, confiscated by the Company, including rights and benefits accrued prior to the cancellation of their membership. For example, in cases where a Club Member illegally utilizes his membership and/or acts contrary to these regulations and/or the Law and / or impairs the Company's business, and/or its name, and/or well-being.

7. Cancellation and Termination of Club By the Company

- 7.1 The Company may, at its sole discretion, decide to terminate the Club, dissolve it, update its terms and/or these regulations at any time. In the event of such the Company shall provide sufficient prior written notice, as required by Law.
- 7.2 In the event that the Company decides to terminate the Club, any points accumulated shall be redeemable within the aforementioned notification period. All rights and benefits that have accumulated will then be eliminated

and will no longer be valid after the aforementioned notification period has expired.

8. Delivery of Advertisements, Newsletters and Direct Mail

- 8.1 The Company offers the Club Member the opportunity to receive newsletters, information regarding benefits, promotions, discounts, and marketing information, as well as advertisements, from the Company and anyone on its behalf, as defined in the Communications Law (Telecom and Broadcasts), 5742-1982 (hereinafter: "**Notices**" and "**Communications Law**", respectively). It is hereby clarified that the consent of the Club Member to receive such notifications constitutes explicit consent to the receipt of advertising materials in compliance with the provisions of the Communications Law.
- 8.2 By completing the registration form, the Club Member expresses his consent to receive notifications by any electronic means, including facsimile, automatic dialing system, emails, short messages, push notifications, SMS, etc.

9. Miscellaneous

- 9.1 A Club Member is eligible to receive benefits, discounts, and points by placing a reservation through the Company's Sales Channels (e.g., Company Website, Reservation Centre, Hotels and Affiliate Sites, as defined in Section 3.4 above).
- 9.2 The Club Member acknowledges that in the event he joins the Club after placing a reservation or during check-in, he will not be eligible for any discount on the said reservation (only for the first reservation after joining the Club), and will only be entitled to accumulate points for this reservation.
- 9.3 All rights and interests, including reputation, symbols, trademarks and trade names, whether registered or unregistered, and any other similar rights, are owned by the Company. A Club Member is not permitted to exploit the aforementioned rights without prior written consent of the Company.
- 9.4 In the event that the Company offers additional incentives and/or promotions to Club Members, these will be announced on the Company's website and/or in any other advertising medium.

- 9.5 The Company's management may, at any time, amend these regulations, at its sole discretion and in accordance with the applicable Laws.
- 9.6 The Company's privacy policy governs the collection and use of personal information provided by a Club Member upon joining the club, which can be viewed at https://brownhotels.com/sites/default/files/privacy_jan22.pdf.
- 9.7 Club activities may be extended or ceased with advance notice by the Company in accordance with the law and in a manner determined by the Company. For the avoidance of doubt, a Club Member whose membership period has not yet expired will not be affected by the termination of the Club's activities.

10. Governing Law and Jurisdiction

In addition to the conditions and instructions detailed in these regulations, any changes or amendments thereto, as well as the use of this website, will be governed by the Laws of the State of Israel without regard to the Cogency and Choice of Law provisions. Any dispute and/or claim arising from these regulations is exclusively subject to the jurisdiction of the Tel Aviv-Yafo courts.

11. Contact Information

For any additional questions or comments regarding these regulations, please e-mail the Company at: club@brownhotels.com.