

## MyBLUPHORIA Member Terms and Conditions

### 1 Subject matter, Reservation of right of modification

- 1.1 These Terms and Conditions govern membership in the MyBLUPHORIA customer loyalty program (free of charge) and all associated services

- hereinafter referred to as: Loyalty Programs -.

- 1.2 The Loyalty Program is offered by TeCreation GmbH, a company belonging to Thermengruppe Josef Wund, Bergheimer Strasse 3, D-88677 Markdorf, Germany, Tel: 0049 (0) 754496591-0, registered in the Commercial Register of the District Court of Freiburg under HRB 724337, VAT ID DE314367207, represented by its managing director Franz Hofstetter

- hereinafter referred to as: the Program Operator -.

The aim of the Loyalty Program is to reward Members who have purchased and paid for services at participating spas of the Thermengruppe Josef Wund thermal spa group or BLUPHORIA products via the BLUPHORIA app. You can find out which spas participate in the Loyalty Programs and which services are included in the MyBLUPHORIA Member Benefits overview.

- 1.3 The Program Operator reserves the right to make changes or additions to the Member Terms and Conditions and to the MyBLUPHORIA Member Benefits overview, to the benefits or to other described circumstances, provided that this is deemed necessary and that the Member is not disadvantaged by this in good faith. A new version containing the changes will be sent to the email address provided by the Member. The Member shall be deemed to have accepted the changes if he does not object within one month of receipt of the notification of change. All that is necessary to object to the changes is to send an email to the Program Operator at [mybluphoria@wund.de](mailto:mybluphoria@wund.de).
- 1.4 Insofar as the generic masculine is used in the MyBLUPHORIA Member Terms and Conditions, this includes all gender forms.

### 2 MyBLUPHORIA Member (free of charge), registration, desired thermal spa, Palm account

- 2.1 Only individual natural persons who have reached the age of 16 are eligible for membership in the Loyalty Programs. The written consent of the legal representative is required for minors. The Loyalty Programs apply exclusively to consumers within the meaning of Article 13 of the German Civil Code (BGB).
- 2.2 Membership requires registering for MyBLUPHORIA, which is free of charge. A legal claim does not exist. Only registered users of the app and holders of a user account can log in; please refer to Section 2.2 of the BLUPHORIA App Terms of Use and the information on data protection in Section 6.
- 2.3 When registering for MyBLUPHORIA, the user has the option of selecting a thermal spa from Thermengruppe Josef Wund as his preferred thermal spa

- hereinafter referred to as: the Desired Thermal Spa -

and selecting his date of birth (optional) to receive birthday benefits. The Desired Thermal Spa can be changed at any time within the app.

- 2.4 After successful registration, the user becomes a Member and receives his own member ID. The user account, supplemented by a personalized member profile, becomes a Palm account.

- hereinafter referred to as: the Palm account -.

Only one Palm account may be held per natural person.

- 2.5 All provisions of the BLUPHORIA App Terms of Use shall apply accordingly.

### 3 Member benefits, Collecting, crediting and redeeming Palms, Expiry

- 3.1 Members have the opportunity to receive the benefits listed below in accordance with these MyBLUPHORIA Member Terms and Conditions. A complete up-to-date list of all benefits can be found in the MyBLUPHORIA Member Benefits overview on the websites of the thermal spas, in the BLUPHORIA app or on location at our thermal spas.

- 3.2 **(Access to content)**: MyBLUPHORIA Members have access to one item of immersive wellness, video and audio content each. The Program Operator may change access to this content at its own discretion. In addition, MyBLUPHORIA Members can collect and redeem Palms in accordance with the following regulations.

- 3.3 **(Collecting Palms)** Members are eligible to receive Palms in the cases specified by the Program Operator in the MyBLUPHORIA Member Benefits overview

- hereinafter referred to as: Palm Eligibility -.

Purchases and services which are not listed in the MyBLUPHORIA Member Benefits overview are not eligible for Palms.

- 3.4 The purchase of a gift voucher is eligible for a Palm for the services and purchasers listed in Section 3.3. There is no (additional) Palm Eligibility for the redemption of the gift voucher.
- 3.5 Palm Eligibility only applies to actual payment by the MyBLUPHORIA Member, which means that there is no Palm Eligibility, for example, for canceled or no-show bookings. Only payments for services used by and purchases made for the MyBLUPHORIA Member himself are included. For example, payments in favor of third parties are excluded.
- 3.6 For purchases and services that fall under Palm Eligibility according to Sections 3.3 to 3.5, Members can receive 10 Palms for every euro paid, e.g. 360 Palms for a paid purchase price of €36.00.
- 3.7 **(Crediting Palms)** Members can receive Palm credits via the BLUPHORIA app for services they have used and paid for in full. Palms may not be transferred to third parties or purchased.
- 3.8 Palms for which no credit has been issued in accordance with Section 3.7 can be credited in the BLUPHORIA app up to six (6) months after use and full payment of the service which is eligible for Palms.
- 3.9 Members receive a one-off credit of 500 Palms as a welcome gift when they open their Palm account. If he has provided his date of birth, the MyBLUPHORIA Member will receive a credit of 250 Palms as a birthday present on each birthday.
- 3.10 The current status of credited Palms can be viewed on the Palm account and is regularly communicated by email. Credits after purchases are shown as earmarked Palms for a period of 14 days after payment. The final credit will be issued if the purchase has not been canceled, e.g. by withdrawal or exchange.

- 3.11 **(Redeeming Palms)** Members can only redeem their Palms via the BLUPHORIA app in accordance with these MyBLUPHORIA Member Terms and Conditions when the Palm account has a balance. A complete up-to-date list of redeemable benefits can be found in the MyBLUPHORIA Member Benefits overview.
- 3.12 Palms can only be redeemed by the MyBLUPHORIA Member himself and by providing his email address and member ID. Conversion and payment of Palms in euros or another currency is not possible.
- 3.13 **(Expiry)** Palms that are not redeemed within 36 months of the date on which they were credited will expire. The Program Operator will notify MyBLUPHORIA Members in good time by email of the expiry of the Palms credited to their Palm account.
- 3.14 **(Inheritance)** In the event of a Member's death, his palms shall pass to his heirs. If the heir proves his eligibility by means of a certificate of inheritance, he can redeem the palms himself in accordance with the MyBLUPHORIA Member Terms and Conditions.

#### **4 Ordinary and extraordinary termination, Blocking**

- 4.1 Members may terminate their MyBLUPHORIA membership at any time without observing a notice period, e.g. by sending an email to the Program Operator at [mybluphoria@wund.de](mailto:mybluphoria@wund.de).
- 4.2 The Program Operator may terminate the membership without giving reasons by giving four weeks' notice. The Member can continue to redeem credited Palms in accordance with the MyBLUPHORIA Member Terms and Conditions.
- 4.3 The Program Operator may also terminate the membership without notice for good cause. Good cause shall be deemed to exist in the event of a culpable and serious violation of the MyBLUPHORIA Member Terms and Conditions by the Member. This apply shall, for example, if the Member makes material misrepresentations in accordance with Sections 2 and 3 , opens several Palm accounts or culpably violates the rules on collecting, crediting and redeeming Palms. There is also good cause if the user disregards the App Terms and Conditions of Use, in particular if the user makes material misrepresentations in accordance with Sections 2 and 3, does not treat access data confidentially or provides access data to third parties or opens or maintains multiple accounts. Good cause also exists if a Member violates essential provisions of the House Rules of one of the thermal spas and bathing worlds of Thermengruppe Josef Wund.
- 4.4 In the cases set out in Section 4.3, the Program Operator may also withdraw individual benefits or exclude the Member from membership in the Loyalty Program, including temporarily, instead of exercising the right to extraordinary termination. The suspension shall be lifted once the circumstances that led to the suspension no longer apply.

#### **5 Liability and data protection**

- 5.1 Section 5 of the BLUPHORIA App Terms and Conditions of Use shall apply to the liability of the Program Operator.
- 5.2 With regard to data protection, please refer to Section 6 of the BLUPHORIA App Terms and Conditions of Use. Member data which is collected, processed and used includes, in particular, the data relating to registration for MyBLUPHORIA, Sections 2.1 to 2.4. More information on the collection, processing and use of personal data can be found in our Privacy Policy.

## **6 Final provisions**

- 6.1 German law shall apply.
- 6.2 The Program Operator is entitled, with a notice period of four weeks, to transfer its rights and obligations in whole or in part to a third party.
- 6.3 The Program Operator is not obliged to participate in a dispute resolution procedure before a consumer arbitration board and cannot offer to do so.
- 6.4 The Member Terms and Conditions can be downloaded and printed out.
- 6.5 The invalidity of one or more of the above provisions shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision which corresponds as closely as possible to the economic purpose of the invalid provision.