

MyBLUPHORIA Member Terms and Conditions

1 Subject matter, reservation of changes

1.1 These terms and conditions govern membership of the customer loyalty programmes My-BLUPHORIA (free of charge) and MyBLUPHORIA Premium (subject to a fee) and all related services

– hereinafter referred to as loyalty programmes.

1.2 Both loyalty programmes are offered by TeCreation GmbH, a company belonging to the Josef Wund spa group, Bergheimer Straße 3, D-88677 Markdorf, tel. 0049 (0) 754496591-0, registered in the commercial register of the Freiburg Local Court under HRB 724337, VAT ID DE314367207, represented by its managing directors Mr Franz Hofstetter & Edelfried Balle.

- hereinafter referred to as: programme operator -.

The aim of the loyalty programmes is to reward members who have purchased and paid for services from participating spas in the Josef Wund spa group or BLUPHORIA products via the BLU-PHO-RIA app. The spas participating in the loyalty programmes and the services covered can be found in the MyBLU-PHORIA Member Benefits overview.

1.3 The programme operator reserves the right to make changes or additions to the membership terms and conditions and the overview of MyBLU-PHORIA member benefits, the benefits or other circumstances described, if this appears necessary and the member is not disadvantaged in good faith as a result. Changes will be sent to the email address provided by the member, together with the new version. The changes shall be deemed accepted if the member does not object within one month of receiving notification of the changes. To do so, simply send an email to the programme operator at mybluphoria@wund.de.

1.4 Where the generic masculine form is used in the MyBLUPHORIA Member Terms and Conditions, this refers to all genders.

2 MyBLUPHORIA Member (free of charge), registration, preferred spa, palm tree account

2.1 Only individuals residing within the EU who are at least 16 years of age are eligible for membership in the loyalty programmes. Minors require the written consent of their legal representative. The loyalty programmes apply exclusively to consumers within the meaning of Section 13 of the German Civil Code (BGB).

2.2 Membership requires registration with MyBLUPHORIA, which is free of charge. There is no legal entitlement to membership. Registration can only be carried out by registered users of the app and holders of a user account. 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 with MyBLUPHORIA, users have the option of selecting a spa from the Josef Wund spa group as their preferred spa

– hereinafter referred to as the preferred spa –

and entering their date of birth in order to receive birthday benefits (optional). The preferred spa can be changed at any time within the app.

2.4 Once registered, the user becomes a member and receives their own member ID. The user account, supplemented by a personalised member profile, becomes a palm account.

- hereinafter: palm account -.

Only one palm account may be held per natural person.

2.5 All provisions of the BLUPHORIA app terms of use 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 spa websites, in the BLUPHORIA app or at the respective spa location.

3.2 (Access to content): MyBLUPHORIA members have access to one piece of immersive wellness, video and audio content each. The programme operator may change access at its own discretion. In addition, MyBLUPHORIA members can collect and redeem palms in accordance with the following rules.

3.3 (Collecting palms) Members are entitled to receive palms in the cases specified by the programme operator in the MyBLUPHORIA Member Benefits overview

- hereinafter: palm entitlement -.

Purchases and services that are not listed in the MyBLUPHORIA Member Benefits overview are not eligible for palms.

3.4 In the case of a voucher, the purchase is eligible for palms for the services and purchasers listed in section 3.3; there is no (further) palm entitlement for redeeming the voucher.

3.5 The palm tree entitlement only applies if payment has actually been made by the MyBLUPHORIA member, meaning that no palm tree entitlement arises for cancelled or unused bookings, for example. Only payments for services used by the MyBLUPHORIA member themselves and purchases made by the MyBLUPHORIA member themselves are included, meaning that payments made on behalf of third parties, for example, are excluded.

3.6 For purchases and services that fall under the palm tree entitlement in accordance with sections 3.3 to 3.5, members can receive 10 palm trees for every euro paid, e.g. 360 palm trees for a purchase price of €36.00.

3.7 (Crediting palms) Members can have palms credited via the BLUPHORIA app for services eligible for palms that they have used and paid for in full. Transfer to third parties and purchase of palms are not possible.

3.8 Palms for which no credit has been issued in accordance with clause 3.7 can be credited in the BLUPHORIA app up to six (6) months after the palm-eligible service has been used and paid for in full.

3.9 Members receive a one-time credit of 500 palms as a welcome gift when they open their palm account. If the date of birth has been provided, MyBLUPHORIA members receive a credit of 250 palms as a birthday gift on each birthday.

3.10 The current balance of credited palms can be viewed in the palm account and is communicated regularly by email. Credits after purchases are shown as reserved palms for a period of 14 days after payment. The final credit is made if there is no reversal of the purchase, e.g. through revocation 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 once the palm account has a corresponding credit balance. A complete, up-to-date list of redeemable benefits can be found in the MyBLUPHORIA Member Benefits overview.

3.12 Redeeming can only be done by the MyBLUPHORIA Member themselves, providing their email address and Member ID. It is not possible to convert Palms into euros or any other currency or to have them paid out.

3.13 (Expiration) Palms that are not redeemed within 36 months of the date on which they were credited to the palm account will expire. The programme operator will notify MyBLUPHORIA members in good time by email of the expiration of the palms credited to their palm account.

3.14 (Inheritance) In the event of a member's death, their palms shall be transferred to their heirs. If the heir proves their entitlement by means of a certificate of inheritance, they may redeem the palms themselves in accordance with the MyBLUPHORIA member terms and conditions.

4 Ordinary and extraordinary termination, suspension

4.1 Members may terminate their MyBLUPHORIA membership at any time without notice, e.g. by sending an email to the programme operator at mybluphoria@wund.de.

4.2 The programme operator may terminate membership with four weeks' notice without giving reasons. Members may continue to redeem credited palms in accordance with the MyBLUPHORIA membership terms and conditions. An extension or upgrade to MyBLUPHORIA Premium is not possible after termination.

4.3 The programme operator may also terminate membership without notice for good cause. Good cause shall be deemed to exist in the event of a culpable serious breach of the MyBLUPHORIA Member Terms and Conditions by the Member. This shall apply, for example, if the Member provides materially false information in accordance with Sections 2 and 3, opens multiple Palm accounts or culpably violates the rules on collecting, crediting and redeeming Palms. Good cause shall also be deemed to exist if the user disregards the app terms of use, in particular if they provide false information in accordance with sections 2 and 3, fail to treat access data confidentially or make it available to third parties, or open or maintain multiple accounts. Good cause shall also be deemed to exist if a member violates essential rules of the house rules of one of the spas and bathing worlds of the Josef Wund spa group.

4.4 In the cases referred to in section 4.3, the programme operator may, instead of exercising its right to extraordinary termination, also withdraw individual benefits or exclude the member, even temporarily, from membership of the loyalty programme. The suspension shall be lifted once the circumstances that led to the suspension have ceased to exist.

5 MyBLUPHORIA Premium (subject to a fee), upgrade, term, benefits

5.1 Only MyBLUPHORIA members are eligible for MyBLUPHORIA Premium membership. Membership requires an upgrade to MyBLUPHORIA Premium. Premium membership is subject to a fee. There is no legal entitlement to membership.

5.2 Membership of MyBLUPHORIA Premium is subject to a fixed minimum term of one or 12 months after the upgrade in accordance with clause 5.1. Unless cancelled in good time, membership is extended indefinitely. Premium members can cancel their extended membership of MyBLUPHORIA Premium at any time with one month's notice before the end of the term.

5.3 Unless otherwise specified below, all provisions of these MyBLUPHORIA Member Terms and Conditions and the BLUPHORIA App Terms of Use apply to membership of MyBLUPHORIA Premium.

5.4 Premium Members receive all the benefits to which MyBLUPHORIA Members are entitled. In addition, Premium Members are entitled to the benefits listed in the following sections. A complete, up-to-date list of all benefits can be found in the overview of MyBLUPHORIA member benefits on the websites of the thermal spas, in the BLUPHORIA app or at the respective thermal spa on site.

5.5 (Access to content): Premium Members receive unlimited access to immersive wellness, video and audio content in accordance with section 3.2.

6 Right of withdrawal for consumers

6.1 Consumers, cf. Section 2.1, sentence 3, generally have a statutory right of withdrawal when concluding a distance selling transaction, about which the programme provider will inform them in accordance with the statutory model below. A model withdrawal form can be found in Section 6.2.

Withdrawal policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you started your membership with MyBLUPHORIA Premium.

To exercise your right of withdrawal, you must notify us, TeCreation GmbH, a company of the Thermengruppe Josef Wund, Bergheimer Straße 3, D-88677 Markdorf, Tel. 0049 (0) 754496591-0, registered in the Commercial Register of the Local Court of Freiburg under HRB 724337, VAT ID DE (???), represented by its managing directors Mr Franz Hofstetter & Edelfried Balle, mybluphoria@wund.de, by means of a clear statement (e.g. a letter sent by post, fax or email) of your decision to withdraw from this contract. You may use the attached sample withdrawal form, but this is not mandatory. You may submit the sample withdrawal form or another clear statement. If you make use of this option, we will immediately send you (e.g. by email) a confirmation of receipt of such a withdrawal.

To comply with the withdrawal period, it is sufficient that you send the notification of your exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. We will use the same means of payment for this reimbursement as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this repayment.

If you have requested that the services should commence during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with respect to this contract in comparison to the total scope of the services provided for in the contract.

End of the cancellation policy

6.2 We hereby inform you of the statutory right of withdrawal as follows:

Sample withdrawal form

(If you wish to withdraw from the contract, please fill out this form and return it to:

TeCreation GmbH, Bergheimer Straße 3, D-88677 Markdorf, info@TeCreation.de

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

- Ordered on (*)/received on (*)
- Name of the consumer(s) (s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for paper notifications)
- Date

(*) Please delete as applicable

7 Liability and data protection

7.1 Section 5 of the BLUPHORIA App Terms of Use applies to the liability of the programme operator.

7.2 With regard to data protection, reference is made to Section 6 of the BLUPHORIA App Terms of Use. The data collected, processed and used from members includes, in particular, the data provided during registration with MyBLUPHORIA, Sections 2.1 to 2.4, and the data provided during the upgrade to MyBLUPHORIA Premium, Section 5. Further information on the collection, processing and use of personal data can be found in the privacy policy.

8 Final provisions

8.1 German law applies.

8.2 The programme operator is entitled to transfer all or part of its rights and obligations to a third party with four weeks' notice.

8.3 The programme operator is not obliged to participate in arbitration proceedings before a consumer arbitration board and cannot offer to participate.

8.4 The membership terms and conditions can be downloaded and printed out.

8.5 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 that corresponds as closely as possible to the economic purpose pursued by the invalid provision.