

Conditions of participation for the RomantikCard

The RomantikCard from Romantik® Hotels & Restaurants (Romantik® Hotels & Restaurants AG, Friedrich-Ebert-Anlage 18, 60325 Frankfurt) rewards registered guests for their membership. When using their RomantikCard, the holders receive the advantages described below. The Membership is based on the conditions of participation described below.

1 Participating hotels and restaurants

All hotels and restaurants that are members and shareholders of Romantik® Hotels and Restaurants AG at the time of the trip or restaurant stay under the protected label "Romantik® Hotel" or "Romantik® Restaurant" and in the Romantik® Guide or on the website participate in the program (www.romantikhotels.com) are listed.

2 participation in the program

2.1 Conditions of Participation

All private individuals who are of legal age or have legal capacity according to the legislation of the state in which they reside can use a RomantikCard. If this is not the case, the use is considered unfounded from the start.

2.2 Application for the RomantikCard

A Romantikcard can be applied for as follows:

- By registering online on the website https://www.romantikhotels.com/en/romantik-card/
- During a hotel stay at the reception or in a romantic restaurant. In the event that the application is made by an employee of the hotel or restaurant, this is done via https://www.romantikhotels.com/en/romantik-card/ . The applicant verifies the correctness of the entered data on site.

When registering, all required mandatory fields (name, correct postal address and e-mail address) must be filled out truthfully and completely. A valid e-mail address must be provided in order to participate. It is not possible for two owners to use the same email address.

Changes to the name, postal address or e-mail address must be made by the owner directly in their guest profile on the myromantik.romantikhotels.com website. If the owner does not have a guest profile, he can of course inform the office in Frankfurt of the changes in writing, which can then make them for him

2.3 Cost

There are two different types of cards that differ in their costs. a) The use of the RomantikCard Classic is free of charge.

b) The use of the RomantikCard Gold costs an annual fee of EUR 89.00. Payment is due immediately after placing the order. The contract concluded with the order runs for 12 months and is automatically extended by a further 12 months if it is not terminated in good time 1 month before the end of the month. The termination can be done online at



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myromantik.romantikhotels.com or via email to <u>info@romantikhotels.com</u> or by post to Romantik® Hotels & Restaurants AG, Friedrich-Ebert Anlage 18, 60325 Frankfurt.

2.4 Consent to receive newsletters and other information

The user's data transmitted to Romantik® Hotels & Restaurants AG can be used to send the user messages in written and/or electronic form about the program (general information, personalized information and advertising for stays in Romantik® hotels and restaurants or other loyalty programs). The user can object to the use of his e-mail address for this purpose at any time by sending an e-mail to the following address: info@romantikhotels.com

2.5 guest profile

The guest profile is exclusively digital and via the website <u>myromantik.romantikhotels.com</u> available. All information about the guest profile and the use of the RomantikCard can be found on the website https://www.romantikhotels.com/de/benefit-program/.

On myromantik.romantikhotels.com, the guest has the opportunity to create and maintain their guest profile. He can view and change stored contact data. He also has the opportunity to indicate personal preferences there.

The online availability can be interrupted for a reasonable period of time for maintenance purposes or for the purpose of further developing MyROMANTIK.

The owner may not pass on his personal password to third parties and is responsible for the use and confidentiality of his access data. If the registration is successful, the owner receives immediate access to his guest profile.

3 ROMANTIKCARD ADVANTAGES

Possession of the RomantikCard Classic represents the following advantages for the holder:

- A booking is required www.romantikhotels.com, the Hotel website or by telephone at the hotel or the Romantik office in Frankfurt. Contract rates with companies, offers and other special rates and seasonal offers are excluded. Bookings via third-party booking portals and bookings as part of group trips (from 3 rooms) and events (regardless of whether private or business) are excluded from the advantages of the RomantikCard.
- In order to benefit from the advantages of the RomantikCard, the presence of the cardholder is absolutely necessary.
- 3% credit of the invoice amount on the card for the next visit to a Romantik® Hotel or Restaurant up to an invoice amount of € 2,500
- Payment for services in Romantik® hotels and restaurants with the card balance
- Possibility to create and maintain a guest profile on <u>myromantik.romantikhotels.com</u>
- Receipt and use of regular offers specially created for the holders of the RomantikCard



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The advantages of the RomantikCard cannot be combined with other special offers from Romantik® hotels or restaurants or with the Miles & More program.

Possession of the RomantikCard Gold represents the following advantages for the holder:

- A booking is required <u>www.romantikhotels.com</u>, the Hotel website or by telephone at the hotel or the Romantik® office in Frankfurt. Contract rates, offers and other special rates and seasonal offers are excluded. Bookings via third-party channels are also excluded from the benefits of the RomantikCard including all additional services.
- 8% credit of the invoice amount on the card for the next visit to a Romantik Hotel or Restaurant up to an invoice amount of € 2,500
- Payment for services in Romantik® hotels and restaurants with the card balance
- Possibility to create and maintain a guest profile on <u>myromantik.romantikhotels.com</u>
- Receipt and use of regular offers specially created for the holders of the RomantikCard
- Possibility to participate in exclusive meetings with romance in a small circle
- Automatic delivery of the Romantik® Magalog and the Romantik® Explore Magazin issues
- Advantages with partners of the Romantik® Hotels

The advantages of the RomantikCard cannot be combined with other special offers from Romantik hotels or restaurants or with the Miles & More program.

4 CREDIT AND EXPIRATION OF CREDITS

After paying in a Romantik® Hotel or Restaurant, a bonus of either 3% or 8% will be credited to the RomantikCard.

When using a Romantik® voucher to pay or partially pay the bill, the bonus of 3% or 8% is only granted on the amount that was not paid with the voucher.

If part of the bill is paid with the credit from the RomantikCard, the bonus of 3% or 8% on this partial amount will not be granted. The bonus will only be applied to the balance after the card balance has been deducted.

When booking via an external booking platform (i.e. not directly at the hotel, on the hotel website or on www.romantikhotels.com or by telephone in the Romantik[®] office), no bonus will be credited to the RomantikCard after departure.

If the RomantikCard is newly purchased during the stay, the bonus of 3% or 8% for this stay will be loaded onto the card immediately when the bill is paid.

The bonus is saved on the RomantikCard and can be used for payment in all Romantik® hotels or restaurants after 24 hours.



The bonus expires after 12 months for the RomantikCard Classic and after 24 months for the RomantikCard Gold if no further bonuses are collected or redeemed during this period. This means that another stay in a Romantik® hotel or restaurant is necessary during this period.

5 TERM AND TERMINATION

5.1 Term - RomantikCard Classic

Membership runs for an indefinite period from successful registration and subject to termination in accordance with Section 5.3.1 and can be terminated by the owner and user at any time with a notice period of 1 month.

5.2 Term - RomantikCard Gold

Membership runs for one year from successful registration and is automatically extended by one year at a time, subject to termination in accordance with Section 5.3.2.

5.3 Cancellation by the owner

5.3.1 Cancellation of the RomantikCard Classic

The owner can end his participation at any time with a regular notice period of 1 month by deleting his guest profile and sending the Romantik office by post (Friedrich-Ebert Anlage 18, 60325 Frankfurt) or by email info@romantikhotels.com informed of the cancellation.

5.3.2 Cancellation of the RomantikCard Gold

The owner can register his participation with a notice period of 4 weeks to the end of the period of the annual contract with a short letter to the office (Friedrich-Ebert Anlage 18, 60325 Frankfurt) via email to <u>info@romantikhotels.com</u>.

5.4 Termination by User

Romantik® Hotels & Restaurants AG is entitled to terminate membership for good cause without notice or compensation. An important reason exists in particular if the owner violates these conditions of participation, the general terms and conditions applicable to the participating hotels and restaurants, any provision of false information and any inappropriate behavior (in particular unpleasant, malicious or insulting behavior towards hotel employees or guests).

Cancellation of membership leads to complete withdrawal from the Romantik® Hotels and Restaurants customer loyalty program.

6 LIABILITY

For damage incurred by the owner in direct connection with membership, Romantik® Hotels & Restaurants AG is only liable for intent and gross negligence. Any compensation for damages is limited to the amount of the typically foreseeable damage. The above limitation of liability does not apply in the event of injury to life, limb or health, in the case of claims under the Product Liability Act and insofar as the law prohibits such limitations.



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7 CHANGE OF THE ROMANTIKCARD BENEFITS

7.1 Changes to the RomantikCard benefits

It is expressly made clear that the RomantikCard benefits mentioned in Section 3 can also be changed or canceled in whole or in part at any time in accordance with Section 6.1.

8 DATA PROTECTION

The use of the personal data of the owner takes place in accordance with Privacy Policy.

9 ACCEPTANCE OF TERMS AND CONDITIONS AND APPLICABLE LAW

By registering for the RomantikCard, the holder accepts these conditions of participation without reservation. The above conditions of participation replace all previous agreements and are subject to German law, without prejudice to any mandatory protective provisions that may apply in the consumer's country of residence. Place of fulfillment is Frankfurt.

10 ADDITIONAL INFORMATION AND TERMS AND CONDITIONS

All information and details about the RomantikCard can be found at https://www.romantikhotels.com/en/romantik-card/romantikcard-terms-and-conditions/.

You can find our general terms and conditions at https://www.romantikhotels.com/de/agb/.

Status: Frankfurt, 05.08. 2025