

GENERAL TERMS OF BOOKING

Information prior to booking

These General Terms of Booking (hereinafter, "General Terms") will regulate the business relationship formed between EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU and the user or customer for the contracting made through the forms provided by EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU on its www.hotelastoriaplaya.com.

Bookings made through EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU's websites will assume express acceptance, by the websites' customer or user, of these terms and of the terms of use established for browsing the websites owned by EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU.

These terms will apply without prejudice to application of the legal rules on the subject that are applicable in each case.

These General Terms of Contracting regulate the distance booking relationship between EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU and the user or customer, in accordance with current legal provisions, in particular, Law 7/1998, of 13 April, concerning General Terms of Contracting, Law 3/2014, of 27 March, amending the revised text of the General Law for the Protection of Consumers and Users, Basic Law 3/2018, of 5 December, concerning the Protection of Personal Data and Guaranteeing Digital Rights, the General Data Protection Regulation (EU) 2016/679, Law 7/1996, of 15 January, concerning the Regulation of Retail Trade, and Law 34/2002, of 11 July, concerning Information Society and Electronic Commerce Services.

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU reserves the right to make the modifications it considers appropriate, without prior notice, to these General Terms. These modifications may be made, through its websites, using any method permitted by Law, and will be enforceable during the time they are published on the website, until they are validly modified by other subsequent modifications. However, EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU reserves the right to apply, in certain cases, certain Special Terms of Contracting in preference to these General Terms when it considers this appropriate, giving due notice thereof in proper form.

All of the website's contents is in English, German, French and Italian.

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU informs you that the booking procedure through its websites is described in the bookings section of the website.

Furthermore, EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU informs you that can view the terms of use, which are available on the same website.

By booking with EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU through its website, you expressly declare that you know, understand and accept these terms of use and the General Terms. Furthermore, you declare that you are of legal age and have the legal capacity to act required to access EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU's websites and contract through said websites. You are responsible for treating confidentially and responsibly the identity and password acquired during registration as a customer and you may not disclose them to other users.

Once the booking has been made, you will see confirmation of your booking on the screen and can print it as receipt for the booking made.

The booking confirmation and the receipt (printed by you) are not valid as an invoice.

Additional conditions and services

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU informs that the tourist tax is not included. The amount of the same is € 4 per person and night (for stays from May 1 to October 31) or € 1 per person and night (for stays from November 1 to May to April 30)

The change of date of your stay will be free and will be subject to the availability of the hotel.

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU offers you, as a member of Astoria Family, the best advantages, exclusive promotions and discounts of up to 5% on our website. A program designed for you. You will receive an exclusive service that will make you live your experience with us more intensely.

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU informs you that when you book a double room or suite, with a minimum stay of 4 nights and half board, you have the option of choosing one of these gifts!

- A € 40 voucher redeemable at our snack.
- AIRPORT SHUTTLE AND RETURN (Not available from 04.03.2022 to 31.03.2022) Get free airport-hotel and hotel-airport transfer for stays from 06.25.2021 - 10.31.22.

Do not forget to send us the information of your flights when confirming the reservation (in comments)

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU informs that it has the following general conditions, rights and duties that the client declares and accepts:

- This service is aimed exclusively at adults with the legal capacity to contract the services offered on this website. The client expressing that he knows and expressly accepts these conditions.
- Upon arrival at the hotel, you must deliver the voucher corresponding to your on-line reservation at the reception.
- When making your reservation online, your reservation is guaranteed by credit card.
- The total and final calculation of the reserve includes the VAT.
- As a general rule and unless expressly agreed otherwise, the rooms may be used from 2:00 p.m. on the day of arrival and must be vacated before 12:00 on the day of departure.

Client rights:

- All the information provided to the client will be binding for the bidder in the destinations established by the consumer protection legislation.

Duties of the client:

- In the enjoyment of the contracted tourist services, every user has the following obligations:
- Pay the price of the contracted services, without filing a complaint or claim exempting you from this obligation.
- Comply with the particular rules of the hotel establishment whose services you enjoy.
- Observe the rules of hygiene, education and good customs towards the rest of the clients and the personnel of the hotel establishment that provides their service.
- The Hotel Astoria Playa reserves the right to make the modifications it deems appropriate to the conditions set forth.

FUNCTIONING OF THE BOOKING

Bookings available and price reference

In compliance with current regulations and, in particular, Law 34/2002 concerning Information Society and Electronic Commerce Services, EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU provides information about all the possible bookings, their features and prices in the bookings section of the website. However, EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU reserves the right to withdraw, replace or change the offers made to its customers through its website, by simply changing the website's content. Thus, the products

and/or services offered at any time by EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU's website will be governed by the General Terms in force in each case. Furthermore, the company will have the power to cease offering access to the products and/or services mentioned, at any time and without prior notice.

Indication of prices

Each possible booking offered will have its price given in Euros, stating whether the price includes VAT or any other tax that may be applicable. The prices shown on the screen will be those in force at any given time, unless they are due to a typographical error. When the price is different for the reason stated above, EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU will notify this to the customer, via e-mail, before collecting the cost of the booking.

Availability

Availability of the offers posted by EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU through its website may vary depending on customer demand. Although EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU updates the database periodically, the booking requested by the customer may be fully booked at that time. In this case, EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU will send an e-mail to the customer to inform of the offer's unavailability.

Modification of the booking.

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU informs that the client may modify the reservation as follows:

- The reservation made may be modified, at a later time, via email to bookings@hotelastoriaplaya.com, or via phone. at +34 971 89 00 00 always indicating the reference number. The success of the modification will depend on the availability of the hotel at the time of the request.
- Offers will be valid only during the period set by the Hotel Astoria Playa in the advertising, or failing that, during the time they are accessible to customers for effective contracting.

Exceptions

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU establishes the following exceptions:

- October 22, 23 and 24, 2021
- April 22, 23 and 24, 2022
- May 5, 6 and 7, 2022
- May 12, 13 and 14, 2022

During those dates the non-refundable cancellation policy will apply

Non-refundable rate cancellation

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU informs that the deposit is not required, the payment will be made at the hotel. In case of cancellation, 30% of the total amount of the reservation will be charged. This deposit will remain as a credit to be used for 1 year. In case of not being used, the amount will not be refunded.

In the case of cancellation due to force majeure, a voucher may be issued, or a date change will be made and due to absence, 100% of the reservation will be charged.

The client may pay a deposit for the reservation, or the total of it in advance, including the tourist tax, if you wish, contact the email address: bookings@hotelastoriaplaya.com.

Refundable rate cancellation

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU indicates that advance payment is not required, 100% will be charged at check-in.

EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU informs that the reservation may be canceled without any additional cost, more than 48 hours before arrival. If canceled after the deadline, that is, less than 48 hours in advance, or no show, the hotel will charge a penalty night.

These particular refundable rate conditions may be modified by any promotion that specifies it.

The client may pay a deposit for the reservation, or the total of it in advance, including the tourist tax, if you wish, contact the email address: bookings@hotelastoriaplaya.com.

Forms of payment

When bookings are made through its website, EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU asks that the person making the booking give details of a credit card to guarantee the booking. We remind you that the establishment does not make any charge to your credit card when you make this booking. The card is only used as a guarantee. The establishment reserves the right to check the validity of the credit card before the customer's arrival. The invoice corresponding to the booking will be paid directly at the establishment, in cash, by credit card or by any other method accepted by the establishment.

Withdrawal

Pursuant to the provisions of Article 103 of Law 3/2014, of 27 March, amending the revised text of the General Law for the Protection of Consumers and Users, supplies of services or goods that have been made to the consumer's specifications or are clearly personalised, or which, by their nature, cannot be returned or may spoil or expire quickly, are exempt from withdrawal.

DATA PROTECTION

Pursuant to current applicable legislation on data protection, EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU informs you that the personal data collected during the registration and/or booking process will be included in the processing system owned by EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU, with the purpose of processing your actions and managing subsequent actions derived therefrom.

Your data will be kept for the time strictly necessary to fulfil the above purpose, unless other storage periods are legally required.

We inform you that the legal basis for processing your data is the correct performance of the contract between the parties and your consent.

In accordance with the rights conferred by current data protection legislation, you may exercise the rights of access, rectification, restriction of processing, erasure, portability and objection to processing of your personal data, and also withdraw your consent to such processing, sending your request to the postal address given above or the e-mail address bookings@hotelastoriaplaya.com. You may also contact the appropriate Supervisory Authority to lodge any complaint you consider appropriate.

Pursuant to currently valid personal data protection legislation, EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU informs users of its websites that the personal data collected by the company through the forms on its pages will be entered in a file held by EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU with the aim of facilitating, expediting and fulfilling the commitments made between the two parties. EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU also informs you that you can exercise your rights of access, rectification,

cancellation and objection by means of a letter sent to the postal address ASTORIA, 1 07400, ALCUDIA (ILLES BALEARS).

APPLICABLE LAW AND JURISDICTION

Furthermore, EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU reserves the right to bring any civil or criminal actions that it deems appropriate for improper use of its website and content, or for non-fulfilment of these terms.

The relationship between user and provider will be governed by the regulations in force and applicable in Spain. In the event of any disagreement between the parties, they may submit their conflicts for arbitration or take them to the ordinary courts, in accordance with the applicable rules concerning jurisdiction. EXPLOTACIONES TURISTICAS PLAYA DE LA LUZ SLU is located in ILLES BALEARS, Spain.