



HOLMES PLACE
PREMIUM FITNESS CLUBS

HOLMES PLACE REWARDS PROGRAM TERMS

These Terms govern participation in the customer rewards program (hereinafter “Holmes Place Rewards Program” or “Program”), provided by the Greek branch of HOLMES PLACE EAST MED B.V., which is based in Maroussi, 15124, Attica, Greece, at 40 Agiou Konstantinou Str., General Commercial Register (G.E.MI.) number: 124401701001, T.I.N.: EL999868803, Athens Tax Office for Commercial Companies (hereinafter “Holmes Place”), to its Members.

1. PROGRAM DESCRIPTION

“Holmes Place Rewards Program” is a rewards program for Holmes Place members, who are rewarded each time they purchase Holmes Place products and/or services or participate in certain promotional activities, earning and collecting points, which they can then redeem in exchange for specific benefits corresponding to the number of points redeemed. In addition, the purpose of this Program is to record, analyze and research the purchasing patterns of Holmes Place customers (categories of chosen workouts, services & products, traffic, type of products chosen by customers, response to general and personalized offers, etc.) in order to improve the management of Holmes Place’s client list and provide products and services that best suit its customer base.

2. DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the meaning ascribed to them below:

Indoor Clubs: The multi-purpose exercise, beauty and diet facilities managed by Holmes Place, which are legally operating under license No. 4530/11.03.2008 for the Maroussi Club, under license No. 20220/19.11.2007 for the Athens Club and under license No. 4772/2013 for the Glyfada Club.

Outdoor Club: The outdoor sports facilities managed by Holmes Place at OAKA.

Virtual Club: online workout plans provided by Holmes Place to Members as part of their Subscription.

Tiers: Program Members are classified into tiers based on the total number of points they collect as follows:

- Silver Member: 1,000-1,999 points

- Gold Member: 2,000-3,999 points

- Platinum Member: : 4,000+ points

Points Account: the Account tracking each Program Member’s points.

Program Member or Member: an individual who is at least 18 years of age, has an active Holmes Place subscription, and is enrolled in the Program having accepted these Terms.

Place subscription, and is enrolled in the Program having accepted these Terms.

Subscription: : The subscription purchased by the Member and any renewal term thereof, which enables the Member to make use of Holmes Place facilities and services.

3. . MEMBER REGISTRATION

3.1 To join the Program, the Member is required to register by submitting an application for membership in the Program, which is carried out at the Indoor Clubs. In order for the membership application to be accepted by Holmes Place representatives, the applicant must have an active Holmes Place Subscription, provide their personal information, and accept these Terms. During the registration process, the Member’s mobile phone number is verified, which must be registered by a Greek mobile service provider. Registration with a mobile phone number that is already in the Holmes Place database and is registered to a third party cannot be completed. The Member may contact the respective Club at the following email addresses: Athens: athens@holmesplace.gr, Maroussi: maroussi@holmesplace.gr, Glyfada: glyfada@holmesplace.gr to resolve the issue.

3.2 The Member declares that all information contained in the Member’s application to join the Program is true and accurate, and shall be responsible for its correctness. Holmes Place is not liable in the event that the Member has provided incorrect or inaccurate personal information.

4. BENEFITS - REDEMPTION OF POINTS

- 4.1** By purchasing Holmes Place products and/or using its services and/or participating in its promotional activities, each Member is rewarded with points, which are credited to the Member's Points Account and correspond to specific benefits according to the applicable rewards program posted on the Holmes Place website <https://www.holmesplace.gr/en/my-benefit-rewards-program> for the information of Members.
- 4.2** Depending on the number of points the Member collects, they are classified in the respective Tier. The classification of a Member in a specific Tier may vary the ratio of points rewarded per transaction and/or the benefits corresponding to a specific number of points (for example, Silver or Gold Members collect 5 points for every 1 euro spent and Platinum Members collect 10 points for every 1 euro spent), according to the applicable rewards program posted on the Holmes Place website <https://www.holmesplace.gr/en/my-benefit-rewards-program> for the information of Members.
- 4.3** The points collected by the Member are valid for twelve (12) months from the date of the transaction with which they were acquired, or the date of the promotional activity from which they were acquired (for example, points acquired on June 18 will expire on June 18 of the following year). Points collected and not redeemed within twelve (12) months from the date of acquisition are deleted. Members may be informed at any time of the total number of active points they have collected in their Account from purchases and/or promotional activities by employees at the Holmes Place Indoor Clubs' receptions.
- 4.4** The benefits earned by a Member, according to the applicable rewards program and depending on the amount of points collected, are indicated on coupons given to the Member when they request to redeem part or all of their points. Each coupon can be redeemed by the Member within twelve (12) months from the date of issue.
- 4.5** The number of points and the right to use a coupon cannot be exchanged or redeemed for money.
- 4.6** The benefits are provided for as long as the coupon on which they are indicated is considered valid, the Member holding it is recognised as a valid and active Program Member and maintains an active Holmes Place Subscription, and for as long as the Program is in effect.
- 4.7** In the event that a Member returns all or part of the products/services they purchased, for which they earned points, and is refunded for this reason, then the points corresponding to the amount of the refund will be deducted from the Member's Account.
- 4.8** In the event that a Member does not make use of their Program membership for a period of four (4) years, the membership will be automatically deactivated. Holmes Place will contact Members three (3) months prior to the deactivation date of their membership via email at the email address and/or via text message (SMS) to the mobile phone number they have provided in the membership application and to which they have consented. Such communication will not be carried out with Members who have declared that they do not wish to receive communication from Holmes Place.

5. MODIFICATION - TERMINATION - EXPIRY

- 5.1** Holmes Place may at any time, at its sole discretion, unilaterally modify any term of this Agreement and of the Program, including the reward system, the way points are calculated, the amount of reward per purchase, and the way points are redeemed, without notice or justification, as this Program is provided voluntarily by Holmes Place to its members. Any such modification will be notified to the Member with a relevant post on the Holmes Place website <https://www.holmesplace.gr/en/my-benefit-rewards-program>, which will be considered valid and sufficient notice.
- 5.2** Holmes Place may unilaterally and at its sole discretion terminate the Rewards Program, temporarily or permanently, at any time, without notice or justification, as this Program is provided voluntarily by the company. In the event that the Program is discontinued or terminated, Holmes Place will notify its Members via its website www.holmesplace.gr/en/ and/or with any appropriate means, at its discretion. In this case, any collected points that have not been redeemed by the Members will be deleted.
- 5.3** The Member shall have no claim against Holmes Place in the event of unilateral modification of the terms of the Program or discontinuation or termination of the "Holmes Place Rewards Program", as they hereby acknowledge that this is a benefits program provided freely.
- 5.4** Termination of the Member's Holmes Place Subscription shall result in the Member's automatic deletion from the Program. In this event, all of the Member's points will be deleted and any redemption coupons that the Member may hold will no longer be redeemable.
- 5.5** In the event that a Member requests the discontinuation of their Program membership, all points will be deleted and any coupons that they may hold will no longer be redeemable. Communication via the channels selected by the Member during registration will also be terminated.

6. MEMBER RESPONSIBILITY - OBLIGATION TO COMPLY WITH THE TERMS OF THE PROGRAM

- 6.1** Points are collected, held and/or redeemed solely in accordance with the Terms of the Program each time applicable. Any other use, grant, sale, exchange or transfer of points is expressly prohibited. Points not collected and/or not held in accordance with the Terms of the Program are invalid and cannot be redeemed. Holmes Place reserves the right to monitor the proper use of the Program by the Member for the duration of the Member's participation in the Program.
- 6.2** If the Member fails to comply with any of the Program's terms and, in general, if they fail to fulfill any of their obligations under these Terms, as well as in case of misuse or attempted fraud, Holmes Place has the right to immediately exclude the Member from any current or future Program offer, to suspend and/or terminate the Member's Program membership, as well as to cancel all points and redemption coupons collected as part of the Program.
- 6.3** Holmes Place also reserves the right to delete Members from the Program and to cancel the validity of the coupons issued to them in any event where Members object to or restrict the processing of their personal data (with the exception of managing commercial communications and direct advertising in their contact details) or request the deletion of the personal data they have disclosed, as, in these cases, it is not possible for Holmes Place to operate the benefits program and fulfill its contractual obligations.

7. PRIVACY POLICY

7.1 Legal Basis and Transparency of Processing – Data Updating

Holmes Place informs Members, and Program Members acknowledge that they are aware of the following:

7.1.a For the processing of “Holmes Place Rewards Program” Member data as described below, Holmes Place relies on the following legal bases:

- **Execution of the Agreement:** In order to achieve the purposes of this Agreement, i.e. a) the Member’s participation in the Program while recording and analyzing their purchases and behavior, and rewarding the Member with points and benefits earned from their purchases, b) informing the Member about special offers and Member-specific services, and c) the general analysis of the general purchasing and behavioral patterns of Program Members, it is necessary to process the personal data provided by the Member during their registration in the “Holmes Place Rewards Program” and also the data generated by their transactions.
- **Legitimate interests:** Holmes Place reserves the right to process the Member’s personal data in order to improve the management of its client list and promote its products. More specifically, the processing consists of utilizing the Members’ demographic data and purchasing habits in order to send promotional material. Holmes Place processes all transactions carried out by the Member (purchase amounts, products purchased, frequency of purchases) in order to promote relevant products to its Members.
- If the Member wishes and provides consent for it, Holmes Place also reserves the right to inform the Member on a regular basis about its products and services, as part of their business relationship, via email, text message (SMS), or any other appropriate means of communication chosen as contact details, which have been obtained legally as part of the registration in the Program (article 11 par. 3 of Law 3471/2006) and if the Member has not objected to such communication. This information may include special and personalized information about its products, about special and/or general offers, promotional activities and competitions, communication with the Member to conduct surveys with the aim of improving the products and services provided by Holmes Place. Holmes Place can also communicate with the Member via messaging services such as SMS, Viber, etc. for better communication with Members and control of communication costs. Members are free to choose the communication channels that Holmes Place will use to inform them, or to ask a Holmes Place representative to terminate their commercial communication. Members are informed that changes to these preferences can take up to 30 days to be implemented due to technical reasons, and that if they have objected to commercial communication by Holmes Place, they will not be able to receive messages informing them of their benefits and the expiry of points. It is specified that Holmes Place will continue to use the communication channels for non-commercial communication with the Member regarding the use of their benefits and these Terms and Conditions.

7.1.b Members have the right but also the obligation to access, correct and update their personal data and must immediately notify Holmes Place of any change regarding them. Any change, in particular with regards to the mobile phone number that the Member has provided when registering for the “Holmes Place Rewards Program» or at a later time, will be addressed to Holmes Place employees at the receptions of the Indoor Clubs.

7.2 Purposes of Personal Data Processing and Recipients of Personal Data – Members’ Rights

7.2.a Purposes of Personal Data Processing:

Holmes Place collects and processes the aforementioned personal data, as well as the data generated by the use of benefits by the Member in order to:

- execute the terms of the “Holmes Place Rewards Program”;
- communicate with the Member about general or special offers and inform the Member about its products and services;
- provide benefits and analyze and research the purchasing patterns of its customers (categories of chosen products, traffic, type of products chosen by customers, response to general and specialized offers, etc.) to improve the management of Holmes Place’s client list and provide products and services that best suit its customer base;
- fulfill its obligations under the Law, such as when the relevant data is requested by tax authorities for auditing purposes, or in order to serve its obligations and legitimate interests, such as in cases before regulatory, administrative or Judicial authorities, as well as to ensure that the Member is an adult natural person and a resident in Greece.

7.2.b Data Recipients:

For the data necessary to fulfill each of the above processing purposes and within the scope of the responsibilities of each recipient, recipients of the Member’s data may be:

- Tax, audit, judicial, regulatory, etc. authorities in the event of a relevant audit;
- The company under the name “MENA FRANCHISE SERVICES”, which provides CRM services and which has undertaken, among other things, the registration, updating and maintenance of the database containing the Members’ data, as the processor on behalf of Holmes Place and in accordance with its instructions and recorded orders, and/or any another company providing the same services to Holmes Place in the future in replacement of or in cooperation with the aforementioned company.
- Independent contractors who provide call center and data analysis services, to whom the data necessary for the fulfillment of their duties and the provision of service to Members is transmitted under strict restrictions and procedures.

When registering and processing the Member’s personal data, Holmes Place and any processors on its behalf fully comply with the provisions of the General Data Protection Regulation (EU) 2016/679, as well as with the applicable Greek legislation and jurisprudence regarding the protection of personal data, and are contractually bound to comply with their relevant obligations.

7.2.c Rights of the Data Subject:

Each Member, as a personal data subject, may at any time exercise their rights, as provided for in the General Data Protection Regulation (EU) 2016/679 (in particular Articles 12 to 23 thereof) and in the national legislation, and in particular:

- i. the right of information and access to their personal data processed by Holmes Place as part of the Program
- ii. the right to restrict the processing of data related to their Program membership
- iii. the right to rectify or erase ('right to be forgotten') part or all of their personal data related to the Program
- iv. the right to object, i.e. to raise objections to the processing of their personal data related to the Program, and
- v. the right to the portability of their data related to the Program.

The Member may exercise the above rights in particular as follows:

- As per the right/obligation to access and rectify/complete personal data, Holmes Place provides Members of the "Holmes Place Rewards Program" the ability to view and rectify/complete their personal data by submitting a relevant request at the email address Dataprotection_GR@holmesplace.gr.
- As per the right to obtain a copy or to the portability of personal data, Holmes Place provides Program Members the ability to receive their personal data and/or transfer them to another data controller in the format to be indicated by the competent supervisory authority, by submitting a relevant request at the email address Dataprotection_GR@holmesplace.gr or by letter to the company HOLMES PLACE EAST MED B.V., 40 Agiou Konstantinou Str., Maroussi, 15124, Athens, Greece.
- As per the right to restrict processing, the right to erase part or all of the data ('right to be forgotten'), as well as the right to object, i.e. to raise objections to the processing of personal data related to the benefits of the "Holmes Place Rewards Program", the Member can submit a relevant request at the email address Dataprotection_GR@holmesplace.gr or send a letter to the company HOLMES PLACE EAST MED B.V., 40 Agiou Konstantinou Str., Maroussi, 15124, Athens, Greece.

In the event that any of the above-mentioned Member rights are exercised, Holmes Place will take all possible measures to fulfill the request within one (1) month from the date of valid submission and, if more time is required, will inform the Member accordingly. In this case, the Member is informed of the likelihood that a minimal amount of necessary personal data may be retained, such as the Member's email address and mobile phone number in an encrypted digital format (Hash), in order to safeguard Holmes Place's legitimate interests. In case of a written request, the request will be stored for proof, in case it is requested. It is clarified that in order for an exercise of the above rights to be considered valid, the identification of the Member may be required in order to ensure that the personal data for which any of the above actions are requested actually belong to the Member/individual exercising the right in question. Each Member may at any time also request the cessation of commercial communications sent to one or all of their contact details (Email, SMS sent to their mobile phone or Viber messages sent to their mobile phone) via email at the email address Dataprotection_GR@holmesplace.gr.

The Member should also be aware that, due to the nature of the Program's operation, the exercise of any of the above rights and in particular the right to object to or restrict the processing and the right to partial or total erasure of the Member's data will result in the termination of the Member's "Holmes Place Rewards Program" membership and the deletion of the points collected within thirty (30) days from the submission of the relevant request, since the benefits program cannot operate in terms of logical necessity without the processing of the Member's data. It is clarified that any Member may withdraw their consent at any time without invalidating the lawfulness of the processing of their personal data by the data controller up to the moment of withdrawal.

7.2.d Personal Data Retention Period:

The Member's personal data will be retained and processed by Holmes Place until the Member cancels their "Holmes Place Rewards Program" membership. However, some necessary personal data relating to the Member's business relationship with Holmes Place, as well as the Member's statements regarding the processing of their data, may remain as information about the Member in Holmes Place's systems to ensure proof of the lawful processing of the Member's data by Holmes Place and to safeguard the parties' legal claims.

Especially in the event that a Member requests the deletion of their personal data, Holmes Place retains backup files of the Member's personal data for thirty (30) days from the day of deletion. After 30 days, the personal data is deleted from the backup files. Even after the 30 days have passed, Holmes Place will retain the tax data of the Member's purchases, and some basic data about the Member, which will remain in its archives to ensure the lawfulness of their processing. These are the mobile phone number and email address in an encrypted digital format (Hash), which ensures that Holmes Place's legitimate interests are safeguarded.

In the event that the Member, following the deletion of their personal data, wishes to rejoin the "Holmes Place Rewards Program", they will need to re-register in the program by following the registration procedure again.

7.2.e Special Category Data:

The Member is informed that Holmes Place does not collect or require the Member to disclose sensitive personal data (special category data) for the purposes of membership registration.

7.2.f Transparency Obligation:

For any information regarding their personal data and their processing and protection, Members may contact the Data Protection Officer (DPO) of HOLMES PLACE EAST MED B.V. at Dataprotection_GR@holmesplace.gr or call +30 210 74 75 600 and if they do not consider themselves satisfied with Holmes Place's actions, they are informed of their right to refer the matter to the competent supervisory authority (Hellenic Data Protection Authority, 1-3 Kifisias Str., 11523, Athens, Greece).

7.2.g Technical and Organizational Protection Measures:

Holmes Place and its data processors shall implement appropriate technical and organisational measures to protect personal data as best as

possible against accidental or unlawful destruction or loss, alteration, unlawful disclosure or access and unlawful processing in general (including remote access), as well as to ensure the possibility of restoring their availability and the ability to access them.

These measures aim to ensure a level of security that corresponds to the risk to which specific data may be exposed, always taking into account the nature and criticality of the data, the technical capabilities of Holmes Place and its partners, the evolution of technology, the cost of implementation, and the nature, scope, context and purposes of each specific processing operation, while implementing procedures for the regular testing, assessment and evaluation of the effectiveness of these technical and organizational measures.

In any case, Holmes Place and its data processors are contractually bound to preserve the privacy of the Members' personal data and not to disclose them or allow access to them by any third party without prior notification of the Member, except in cases expressly provided for by law.

As part of the Program, Holmes Place may allow combined offers with third parties to Members, but does not transfer or disclose their data and generally guarantees that no other use of the Member's personal data will be made for purposes other than those mentioned in these Terms without the Member's prior notification and, where required, explicit consent.

8. . LIMITATION OF LIABILITY

Holmes Place shall not be liable for any damage, whether initial or subsequent, incidental or consequential, direct or indirect, to the Member due to the use and implementation of the "Holmes Place Rewards Program". In any case, Holmes Place's liability will be limited solely to re-crediting any lost points to the Member's Account. Holmes Place is not responsible for any damage to the Member or third parties due to false or inaccurate statements made by the Member, especially regarding their personal information.

9. APPLICABLE LAW - JURISDICTION

For any dispute that may arise from these Terms, the Courts of Athens shall have sole jurisdiction and the applicable law shall be Greek law.