



HOLMES PLACE
PREMIUM FITNESS CLUBS

HOLMES PLACE LOYALTY PROGRAM TERMS

These terms govern the participation in the customers' loyalty program (hereinafter «**Holmes Place Loyalty Program**» or «**Program**»), provided by the company's **HOLMES PLACE EAST MED B.V.** branch in Greece, located in Marousi Attikis, 40 Ag. Konstantinou street, 15124, with General Registry number 124401701001 and TIN 999868803, Tax Office of Commercial Companies of Athens (hereinafter «Holmes Place») to its members.

1. DESCRIPTION OF THE PROGRAM

«Holmes Place Loyalty Program» is a loyalty program provided for the members of Holmes Place, who are rewarded every time they purchase products and/or services of Holmes Place or carry out certain promotions by earning and collecting points, which they can then redeem, by exchanging them for specific benefits, corresponding to the number of points redeemed. In addition, the purpose of the program is to record, analyze and research the purchasing trend of the customers of Holmes Place (categories of training, services & products chosen, visits, type of products chosen by the customers, response to general and specialized offers, etc.) in order for the management of its client list and the provision of products and services that best suit its customer base to be improved.

2. DEFINITIONS

For the purposes set herein, the following words and phrases have the meaning given to them respectively below:

Indoor Clubs: The multi-purpose exercise, aesthetics and diet units operated by Holmes Place, which legally operate pursuant to the corresponding operation license no. 4530/11.03.2008 for the Maroussi Club, no. 20220/19.11.2007 for the Athens Club and no. 4772/2013 for the Glyfada Club.

Outdoor Club: The outdoor sports facilities under the management of Holmes Place in OAKA.

Virtual Club: On-line training programs which are provided to Members, as part of their Subscription.

Tiers: The members of the Program are ranked in tiers, depending on the total number of points they accumulate as follows:

- Silver Member: 1,500-1,999 points
- Gold Member: 2,000-2,999 points
- Platinum Member: 3,000+ points

Points Account: the Account for tracking the points of each Member of the Program.

Member of the Program or Member: the natural person of 18 years old and above, which has an active subscription to Holmes Place and has registered in the Program upon accepting the terms herein.

Subscription: The subscription purchased by the Member as well as each renewal period thereof, which provides the Member with the right to use the facilities and services provided by Holmes Place.

3. MEMBER'S REGISTRATION

3.1 The registration of the Member which shall take place by submitting an application for the participation in the Program at the Indoor Clubs, is required for the participation in the Program. In order for the application for participation to be accepted by the representatives of Holmes Place, the applicant should have an active Subscription at Holmes Place, provide its personal information and accept the Terms herein. Upon the Member's registration process, the confirmation of its mobile phone is carried out, the connection of which should have been registered by a Greek mobile operator. Registration carried out with a mobile phone already listed in the database held by **Holmes Place** as registered to a third party, cannot be completed. To resolve such matter, the Member can contact via email to the email address of each Club, Athens: athens@holmesplace.gr, Amaroussio: maroussi@holmesplace.gr, Glyfada: glyfada@holmesplace.gr

3.2 The Member acknowledges that all information provided in its application for the participation in the Program is true and accurate and it is bound by its accuracy. Holmes Place cannot be held responsible in the event that the member has provided incorrect or inaccurate personal information.

4. PRIVILEGES - REDEMPTION OF POINTS

4.1 Each Member, by purchasing products and/or using services and/or participating in the promotions of Holmes Place, is rewarded with points, which are credited to the Member's Points Account and correspond to specific privileges according to the applicable loyalty program, which is posted on the Holmes Place website <https://www.holmesplace.gr/el/my-benefit-rewards-program> for informational purposes to the Members.

4.2 Depending on the number of points collected, the Member is ranked in the corresponding Tier. The Member's ranking in a specific Tier may differentiate the proportion of points granted per transaction and/or the privileges corresponding to a specific number of points (for instance, the Silver Member or Gold Member collects 5 points per every €1 spent on purchases and the Platinum Member collects 10 points per every €1 spent on purchases), according to the applicable loyalty program, posted on the Holmes Place website <https://www.holmesplace.gr/el/my-benefit-rewards-program> for informational purposes to the Members.

4.3 The points collected by the Member remain valid for a twelve (12) month period from the date of the respective transaction on which they were earned or as of the date of the promotion from which they were earned (for example, points earned on June 18 shall expire on June 18 of the following year). The points that have been collected and not redeemed within the twelve (12) month period from the date of their acquisition are deleted. Members can be informed about the total active points that they have collected from their purchases and/or from promotions in their Account, at any time, by addressing the employees at the reception points of the Indoor Clubs of Holmes Place.

4.4 The privileges earned by the Member, depending on the number of points it collected, in accordance with the applicable loyalty program, are reflected in coupons that the Member receives, when it requests the redemption of part or all of its points. Each voucher can be redeemed by the Member within a twelve (12) month period from the date of its issuance.

4.5 The number of points and the right to use a voucher cannot be exchanged or redeemed for money.

4.6 Benefits are provided for as long as the coupon on which they are imprinted is considered active, the Member holding it is considered as a valid and active Program Member and has an active Subscription at Holmes Place, and for as long as the Program is in effect.

4.7 In the event that the Member returns all or part of the products/services it purchased, from which it earned points and is refunded for such 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 the Member does not make use of its participation in the Program for a four (4) year period, the participation will be automatically deactivated. Holmes Place shall contact the Members, three (3) months prior to the date of the deactivation of the participation via e-mail at the e-mail address and/or via text message (SMS) to the mobile telephone number it has stated in the application for participation and has provided its consent thereto. Such communication shall not be carried out for members who have declared that they do not wish to receive communication from Holmes Place.

5. AMENDMENTS - TERMINATION

5.1 Holmes Place may unilaterally amend any term hereof and the Program, at any time, at its sole discretion, including the loyalty system, the method of calculating points, the amount of reward for purchases and the method of redemption, without prior notice or reason, as this program constitutes a service provided on a voluntary basis by Holmes Place to its members. Any such modification shall be notified to the Member via a relevant post on the Holmes Place website <https://www.holmesplace.gr/el/my-benefit-rewards-program>, which will be considered as valid and sufficient notification.

5.2 Holmes Place may unilaterally and at its sole discretion terminate the Loyalty Program temporarily or permanently, at any time, without prior notice or reason, as this program constitutes a service provided on a voluntary basis by the company. Holmes Place shall inform the Members in the event of termination of the Program via the website www.holmesplace.gr and/or by any other convenient means at its discretion. In such case, any points collected by the Members that have not been redeemed are deleted.

5.3 The Member holds no claim against Holmes Place in the event of a unilateral modification of the terms of the Program or termination of the program «Holmes Place Rewards Program», since it already hereby acknowledges that it is a privileged program provided at the discretion of Holmes Place.

5.4 Termination of the Member's Membership with Holmes Place shall result in the Member's automatic deletion from the Program. In this case, all the Member's points will be deleted and the redemption coupons that it may holds shall no longer be redeemed.

5.5 In the event that the Member requests the termination of its participation in the Program, all points will be deleted, and it will no longer be able to redeem any coupons it may holds. In addition, the communication through the channels that the Member chose upon its registration will be also terminated.

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

6.1 Points are collected, held and/or redeemed exclusively and solely in accordance with the terms of the Program, as applicable. Any other use, grant, sale, exchange or transfer of points is expressly prohibited. Points which are not accumulated or/and did not adhere to the Program Terms are void and cannot be redeemed. Holmes Place reserves the right to monitor the proper use of the Program by the Member for the entire duration of the Member's participation in the Program.

6.2 In case of breach of any term of the Program by the Member and in general, in case of breach of any of its obligations arising from these terms as well as in case of misuse or attempted fraud, Holmes Place may immediately exclude the Member from any current or future Program's offer, suspend and/or terminate the Member's participation in the Program, as well as cancel all points and redemption coupons collected under the Program.

6.3 Holmes Place also reserves the right to delete a Member from the Program and cancel the validity of the vouchers attributed to it in any case the Member objects or restricts the processing of its personal data (with the exception of the management of commercial communication and direct advertising to its contact information data) or in case it requests the deletion of the personal data it shared, due to the fact that in such cases it is not possible to operate the loyalty program and the contractual obligations of Holmes Place.

7. PERSONAL DATA POLICY

7.1 Legal Basis and Transparency for Processing - Data Update

Holmes Place informs the Member, and the Member of the Program acknowledges that it is aware of the following:

7.1.a With regards to the data processing of the Members of the «**Holmes Place Loyalty Program**» as described below, Holmes Place is based on the following legal grounds:

- **Execution of the Agreement:** In order to achieve the purposes of this agreement, i.e. a) the Member's participation in the Program by recording and analyzing its purchases and its behavior and the reward of the Member with points and privileges arising from its purchases, b) the provision of information about special offers and privileged services to the Member as well as c) the general analysis of the general purchasing and behavioral trend of the Program's Members, it is necessary to process the personal data provided by the Member upon its registration in the «Holmes Place Loyalty Program» program and the data generated by its 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. In particular, the processing consists of utilizing the Member's demographic data and purchasing habits with the purpose of sending promotions. Holmes Place processes all transactions carried out by the Member (purchase amounts, products purchased, frequency of purchases) in order to promote products related to the purchases to its Members.
- **Provided that the Member wishes and provides its consent hereto,** Holmes Place also reserves the right to inform the Member on a regular basis about its products and services in the context of their transactional relationship (article 11 par. 3 of Law 3471/2006) via e-mail, mobile phone message (SMS) or any other convenient means of communication it chooses from its contact details, which have been obtained legally, upon the registration in the Program and as long as the Member has not objected to such communication. Such information may include, privileged and specialized information about its products, special and/or general offers, promotions and competitions, communication with the Member for the purposes of conducting research to improve the products and services provided by Holmes Place. In addition, Holmes Place may contact the Member through messaging services such as SMS, Viber, etc. on the grounds of better communication with the Members and for communication costs control purposes. Members can choose the communication channels that Holmes Place will use to contact them or ask a representative of Holmes Place to terminate the commercial communication. The Member is informed that, due to technical reasons, the changes in these preferences shall require up to 30 days to be implemented, and that provided that it has objected to Holmes Place's commercial communication, it shall not receive information messages about its privileges and the expiration of points. It is clarified that Holmes Place will continue to use the communication channels for non-commercial communication with the Member with regards to the use of its privileges and the present terms and conditions.

7.1.b The Member **has the right but also the obligation to access, correct and update its personal data** and should immediately notify Holmes Place of any change relating thereto. Any change which the member has stated upon its registration to the program «Holmes Place Loyalty Program» or at a later time, and in particular with regards to the mobile phone number, will be addressed to the employees of Holmes Place at the reception 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 above personal data as well as the data generated by the use of the privileges by the Member:

- i. for the execution of the terms of the «Holmes Place Loyalty Program»,
- ii. for communicating with the Member about general or special offers as well as for informing it about its products and services,
- iii. for providing privileges and analyzing and researching the purchasing trend of its customers (categories of products chosen, visits, type of products chosen by customers, response to general and specialized offers, etc.) in order for Holmes Place to improve the management of its client list and provide products and services that best suit its customer base,
- iv. for the fulfillment of its legal obligations, such as in case the relevant data is requested by tax authorities for auditing purposes or in order to fulfill its obligations and legal 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 Greek resident.

7.2.b Data Recipients:

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

- i. Tax, audit, judicial, regulatory, etc. authorities in case of a relevant audit
- ii. The company under the name «MENA FRANCHISE SERVICES», which provides CRM services, and which has undertaken, among others, the registration, update and maintenance of the database containing the data of the Members, acting as the processor on behalf of Holmes Place and in accordance with its instructions and its recorded orders and/or any other company which provides the same services to Holmes Place in replacement or in cooperation with the above company in the future.
- iii. External partners who provide call center and data analysis services, to whom the data necessary for the fulfillment of their duties and the members' service are transmitted under strict restrictions and procedures.

Upon registering and processing the Member's personal data, Holmes Place as well as all kind of processors acting on its behalf, fully comply with the provisions of the European General Data Regulation 2016/679 as well as with the applicable Greek legislation and jurisprudence with regards to the protection of personal data and are contractually bound to comply with their relevant obligations.

7.2.c Data subject's rights:

Each Member, as a subject of personal data, may at any time exercise its rights, as defined in the General Regulation on the Protection of Personal Data 679/2016 EU. (in particular articles 12 to 23 thereof) and the national legislation and in particular:

- i. the right to information and access to its personal data processed by Holmes Place within the context of the Program
- ii. the right to the limitation of processing of its data related to its participation in the Program
- iii. the right to correct or delete part or all (right to be forgotten) of its personal data related to the Program
- iv. the right to object, i.e., to raise objections with regards to the processing of its personal data related to the Program, and
- v. the right to the portability of its data related to the Program

The above rights may be exercised by the Member in particular, as follows:

- As per the right/obligation to access and correct/complete personal data, Holmes Place provides the Members of the «Holmes Place Loyalty Program» with the right to view, correct/complete their personal data by submitting a relevant request to the email address Dataprotection_GR@holmesplace.com.
- As per the right to obtain a copy or to the portability of personal data, Holmes Place provides the Members of the Program with the right to obtain their personal data and/or transmit it to another data controller in the format to be indicated by the competent supervisory authority, by submitting a relevant request to the email address Dataprotection_GR@holmesplace.com or by registered letter to HOLMES PLACE EAST MED B.V., 40 Ag. Konstantinou street, 15124, Maroussi.
- As per right to the limitation of processing, the right to the deletion of part or all of it (right to be forgotten) as well as the right to object, that is to raise objections, to the processing of its personal data related to the privileges of the Program «Holmes Place Loyalty Program», the Member can submit a relevant request to the email address Dataprotection_GR@holmesplace.com or by registered letter to the company HOLMES PLACE EAST MED B.V., 40 Ag. Konstantinou street, 15124, Maroussi.

In the event that any of the above-mentioned Member's rights are exercised, Holmes Place shall take all possible steps to satisfy the request within (1) one month from the date of its valid submission and in case more time is needed, it shall properly inform the Member. In this case, the Member is informed that it is likely that some minimum necessary personal data may be retained in coded digital format (hash), such as the member's email address and mobile phone number in order to safeguard the legal interests of Holmes Place. In case of a written request, the request shall be saved as a proof, in case it is requested. It is clarified that in order for the 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/natural person exercising the respective right.

Each Member can also request, at any time, the cessation of commercial communications to one or all of its contact information (E-mail, SMS sent to its mobile phone or Viber message sent to their mobile phone) via email to the email address Dataprotection_GR@holmesplace.com.

The Member should also be aware that, due to the nature of the Program's operation, the possible exercise of any of the above rights and in particular the right to the opposition or limitation of the processing and, the deletion, partially or fully, of the Member's data, will result in the termination of the Member's participation in Holmes Place's Program «**Holmes Place Loyalty Program**» and the deletion of the points it has collected within thirty (30) days from the submission of the relevant request, since the loyalty program cannot operate in terms of reasonable necessity without the processing of the Member's data.

It is clarified that each Member may at any time revoke its consent, without affecting the lawfulness of the processing of its personal data by the Processor up to the moment of the revocation.

7.2.d Personal Data Maintenance Time:

Holmes Place shall retain and process the Member's personal data up until the Member cancels its participation in the «Holmes Place Loyalty Program». Nevertheless, some necessary personal data concerning its transactional relations with Holmes Place as well as the Member's statements regarding the processing of its data, may remain within the systems of Holmes Place as information held for the Member, in order to demonstrate the lawfulness of the data processing by Holmes Place and safeguard the legal claims of the parties.

Especially in the event of the Member's request to delete its personal data, Holmes Place keeps the Member's personal data in backup copies for thirty (30) days from the day of its deletion. Following the thirty (30) day period, personal data are deleted from the backup copies. Even following these 30-day period, Holmes Place shall retain the tax data of the Member's purchases, whilst some basic data of the Member will be also retained, which shall remain in its files to demonstrate the lawfulness of their processing. These include the mobile telephone number and its electronic address in coded digital form (Hash) for the purpose of safeguarding the legal interests of Holmes Place.

In the event that the Member, following the deletion of its personal information, wishes to rejoin the «Holmes Place Loyalty Program» loyalty program, it shall be requested to re-register in the program by following once again the prescribed registration procedure.

7.2.e Special Category Data:

The Member is informed that Holmes Place does not collect or require the Member to share its sensitive personal data (special category data) for the purposes of the member's registration.

7.2.f Transparency Obligation:

For any information regarding its personal data as well as their processing and protection, the Member may contact the Data Protection Officer (DPO) of **HOLMES PLACE EAST MED B.V.** at Dataprotection_GR@holmesplace.com or via tel. at 210 74 75 600 and in case it is not satisfied by Holmes Place's actions, it is informed that it has the right to appeal to the competent supervisory authority (Personal Data Protection Authority, 1-3 Kifissias, 115 23, Athens)

7.2.g Technical and Organizational protection measures:

Holmes Place and the processors acting on its behalf implement appropriate technical and organizational measures to, as far as possible, better protect personal data against accidental or unlawful destruction or loss, alteration, unlawful disclosure, or access to them and in general, their illegal processing (including remote access) as well as to ensure the possibility of restoring availability and access to them.

These measures aim to ensure a level of security that corresponds to the risk that the specific data may undergo, by taking always into account

the type and criticality of the data, the technical capabilities of Holmes Place and its partners, the development of technology, the application costs and the nature, scope, context and purposes of each specific processing, whilst implementing procedures for the regular testing, assessment and evaluation of the effectiveness of these technical and organizational measures.

In any case, Holmes Place and the processors acting on its behalf, are contractually bound to maintain the confidentiality of the Members' personal data and not to share or allow access to them to any third party without the prior notification of the Member, except in cases expressly provided by law.

Holmes Place may, within the framework of the Program, allow combined offers with third parties to the Members, **but without transmitting or sharing their data** and generally guarantees that no other use of the Member's personal data will be made for purposes other than those referred to in these terms without prior notification and, where necessary, expressed consent of the Member.

8. LIMITATION OF LIABILITY

Holmes Place bears no responsibility for any damage, initial or consequential, positive, or cumulative, direct, or indirect of the Member arising from the use and application of the Program «Holmes Place Loyalty Program». In any event, the liability of Holmes Place shall be limited solely to re-crediting of any points lost to the Member's Account. Holmes Place is not held responsible for any damage caused to the Member, or third parties due to false or inaccurate statements by the Member, in particular with regards to its personal information.

9. APPLICABLE LAW - JURISDICTION

For any dispute that may arise from these terms and conditions, the Courts of Athens have sole jurisdiction and Greek law shall apply.