Regulations for the Botaniq Benefit Loyalty Programme established and maintained by BDPST Hotel Zrt.

With modifications in a consolidated structure (the modifications are <u>underlined</u> in the text) Effective from: October 1, 2025

BDPST Hotel Management Zártkörűen Működő Részvénytársaság (abbreviated company name: BDPST Hotel Zrt.; registered office: H-1026 Budapest, Pasaréti út 122-124; company registration number: 01-10-049902; represented by: Zoltán László Somlyai, CEO, hereinafter referred to as the "Operator", as the operator of the Botaniq Benefit Loyalty Programme presented below, establishes the rules of the Botaniq Benefit Loyalty Programme in these regulations (hereinafter: Regulations) as follows:

I. Introductory provisions, purpose of the Loyalty Programme:

- 1.1. The Botaniq Benefit Loyalty Programme is a key pillar of the Botaniq Collection brand. The goal behind the creation of the brand is to build and sustain an internationally recognised umbrella brand in the long term, bringing together premium gastronomic facilities and services, clubs and event venue that, while being thematically different, share the same approach to their environment and in their values.
- 1.2. In connection with building and promoting the Botaniq Collection brand, the Operator aims to create a loyalty programme where, after registering for the programme, participating guests (hereinafter referred to as "Loyalty Members") can earn points for their spending. These points can be collected when using certain paid services specified in these Regulations at hospitality units, clubs, and event venue that fall under the Botaniq Collection umbrella brand and use the trademarks under a separate written agreement. The goal is for members to be able to use or redeem these points during their purchases or when using services at the units operating under the umbrella brand (hereinafter referred to as the "Botaniq Benefit Loyalty Programme"). In this context, the Operator's task is to continuously ensure the availability of the Loyalty Programme on the www.botaniqcollection.hu website (hereinafter: "website") for Loyalty Members and to operate the Loyalty platform integrated into the website and the Loyalty Programme itself.
- 1.3. In addition, the Botaniq Benefit Loyalty Programme aims to provide exceptional experiences and personalised rewards to Loyalty Members at hospitality units, clubs and event venue under the Botaniq Collection umbrella. It focuses on increasing guest satisfaction by delivering an outstanding loyalty experience, encouraging recommendations, strengthening guest relationships, fostering a closer bond between guests and the Botaniq Collection brand, and creating a sense of community.
- 1.4. The Botaniq Benefit Loyalty Programme offers a variety of benefits as outlined in these Regulations, including exclusive discounts and prices, personalised services, and rewards through point collection. These benefits are available to Loyalty Members across four membership levels, each with its own unique set of benefits, designed to enhance their stay and elevate the individual guest experience.
- 1.5. The Botaniq Benefit Loyalty Programme operates according to the terms set out in these Regulations, and Loyalty Members are required to adhere to these terms. Failure to do so may result in the immediate suspension or revocation of membership and the deletion of the Loyalty Member's points.
- 1.6. Through a valid registration in the Loyalty Programme, the natural person becoming a Loyalty Member expressly accepts that:

- they have read and expressly and fully accept the provisions of the Regulations;
- they consent to the processing and use of their personal data as outlined in the privacy notice made available by the Operator on the website.
- 1.7. The Operator expressly reserves the right to modify any element of the Botaniq Benefit Loyalty Programme at any time without prior notice, including all benefits, services, offers, rewards, and the points management system, even if such changes may affect the value or amount of points or the possibility of obtaining certain rewards or benefits. In the event of such changes, the Loyalty Member receives prior or subsequent notification via their user account accessible through the website. The Operator may terminate the Botaniq Benefit Loyalty Programme in whole or in part without justification with six (6) months' prior notice to all active Loyalty Members. In the event of the termination of the Botaniq Benefit Loyalty Programme, all unredeemed points are lost without any compensation or other obligation and liability, and no reward or other claim is fulfilled after the expiration of the notice period. In the cases specified in this Section, no claim can be enforced against the Operator and/or the owners/operators of hospitality units, clubs and event venue under the Botaniq Collection umbrella brand.
- 1.8. At the time of the announcement of these Regulations, the following hospitality units, clubs, and event venue belong to the Botaniq Collection umbrella brand, where points acquired by Loyalty Members can be redeemed according to the terms and conditions and subject to the restrictions set out herein, and the range of which may be modified at any time during the existence of the Botaniq Benefit Loyalty Programme, in which case the Operator notifies the Loyalty Member of such change by sending advance or subsequent notification to their user account accessible from the website.

- Restaurants:

- Flava Kitchen & More (address: Hungary, H-1051 Budapest, Október 6. utca 26; hereinafter: Flava Kitchen & More)
- **Alelí Budapest** (address: Hungary, H-1051 Budapest, Wekerle Sándor utca 3.; hereinafter: Alelí)
- **Bibo Budapest** (address: Hungary, H-1051 Budapest, Apáczai Csere János utca 11.);
- Anton by Alelí (address: Hungary, H-1051 Budapest, Wekerle Sándor utca 3.; hereinafter: Anton)

(hereinafter collectively: "Restaurants")

- Clubs (and private recreational and leisure clubs):
 - **Botaniq Budai Klub** (address: Hungary, H-1121 Budapest, Költő utca 30; hereinafter: Botaniq Budai Klub)
 - BOTANIQ Marientvalley Golf Klub (address: Hungary H-8087 Alcsútdoboz, Máriavölgy; hereinafter: Botaniq Golf Klub)

(hereinafter collectively: "Clubs")

- Event venue:

- **BOTANIQ Castle of Tura** (address: Hungary H-2194 Tura, Park utca 37; hereinafter: BOTANIQ Castle of Tura)

(hereinafter collectively: "Event venue")

II. Process of registration for the Botaniq Benefit Loyalty Programme:

- 1. Natural persons over the age of 18 who have validly and successfully registered in the Botaniq Benefit Loyalty Programme according to any of the procedures set out in this chapter may participate in the programme (hereinafter collectively also: **Loyalty Members**)
- 2. These Regulations distinguish between two types of Loyalty Members:

- Loyalty Member as a private individual acting in their own name: a natural person over the age of 18 acting outside their profession, independent occupation, or business activity (hereinafter: "Guest")
- Loyalty Member as a representative or employee of a non-private individual: a representative or employee who registers in the Botaniq Benefit Loyalty Programme on behalf of the following legal entities or businesses (the cost of the services used is paid by these legal entities or businesses): a legal entity or business with legal personality acting within their profession, independent occupation, or business activity as defined in Book III of Act V of 2013 on the Civil Code, and for the purposes of these Regulations, also any state or municipal administrative body, authority, other institution, civil organisation, as well as a natural person over the age of 18 acting in the capacity of an individual entrepreneur as defined in Act CXV of 2009 on Sole Proprietors and Sole Proprietorships (hereinafter: "Third Party")
- 3. The registration process can take place according to the following procedures:
- 3.1. Registration can be done via the website (link: Registration Botaniq Collection), during which individuals wishing to register for the Botaniq Benefit Loyalty Programme provide all of the data required for registration using the online form. They must accept the terms of these Regulations, consent to the processing of their personal data, confirm that they have read the privacy notice, and have the option to subscribe to the newsletter before clicking the "Register" button.

Subsequently, individuals wishing to register receive a confirmation email to the address they provide. They can finalise their registration by clicking on the confirmation link in the email. If the individual wishing to register does not confirm their registration using the confirmation link within 48 hours after pressing the "Register" button, the system sends a reminder about the need for confirmation. If the individual wishing to register does not confirm their registration within 24 hours after the reminder is sent, the registration is considered invalid and the provided data is deleted from the system.

3.2. Registration can also be carried out by the staff at hospitality units, clubs or event venue under the Botaniq Collection umbrella. In this case, the staff registers individuals who wish to join the Botaniq Benefit Loyalty Programme. In this case as well, individuals must provide all necessary information for registration, accept the terms of these Regulations, consent to the processing of their personal data, confirm they have read the privacy notice, and also have the option to subscribe to the newsletter.

Subsequently, individuals wishing to register receive a confirmation email to the address they provide. They can finalise their registration by clicking on the confirmation link in the email. If the individual wishing to register does not confirm their registration using the confirmation link within 48 hours after registration by the staff, the system sends a reminder about the need for confirmation. If the individual wishing to register does not confirm their registration within 24 hours after the reminder is sent, the registration is considered invalid and the provided data is deleted from the system.

- 4. In all cases, the Loyalty Member receives confirmation of successful registration via email. Following successful registration, the Loyalty Member's user account becomes active.
- 5. The Operator may unilaterally terminate the Loyalty membership of any person(s) providing false data and exclude these individuals from the Loyalty Programme, along with the deletion of their points earned, or suspend their membership until accurate data is provided. If the person registering provides incorrect or false information (e.g., misspelt name, email address error, incorrect or false data, etc.), the Operator excludes all liability for any disputes or claims arising from such issues.
- 6. The Operator may, at its discretion and without written notice, refuse membership in the Botaniq

Benefit Loyalty Programme to any applicant.

- 7. The information provided by the Loyalty Member during registration is processed in accordance with the Operator's privacy notice.
 - III. Privilege levels available in the Botaniq Benefit Loyalty Programme and the associated privileges:
- 1. <u>Premium Level:</u> There is no mandatory minimum spending amount required to reach this level; the Loyalty Member automatically reaches this level upon registration.

Benefits of the Premium Level:

- Regular promotional newsletters may be sent if the Loyalty member has given consent, at the sole discretion of the Operator;
- Birthday bonus of 25 points credited, as determined by the Operator.

2. Elit Level:

To reach this level, the mandatory minimum spending amount within 365 days following the day of reaching the privilege level as per this Section for the Loyalty Member is **HUF 1,000,000 gross, that is one million Hungarian forints,** at any hospitality units, or clubs and event venue under the Botaniq Collection umbrella brand.

Benefits of the Elit Level:

- Regular promotional newsletters may be sent if the Loyalty member has given consent, at the sole discretion of the Operator;
- Birthday bonus of 50 points credited, as determined by the Operator.

3. **Diamond Level:**

To reach this level, the mandatory minimum spending amount within 365 days following the day of reaching the privilege level as per this Section for the Loyalty Member is **HUF 2,500,000 gross, that is, two million five hundred thousand forints**, at any hospitality units, clubs and event venue under the Botaniq Collection umbrella brand.

Benefits of the Diamond Level:

- Regular promotional newsletters may be sent if the Loyalty member has given consent;
- 200 points credited upon reaching this level (one-time bonus);
- Birthday voucher/point bonus 100 points credited redeemable for experiences/services at any unit under the Botaniq Collection umbrella brand (excluding Verno House).

4. **Botaniq Level:**

To reach this level, the mandatory minimum spending amount within 365 days following the day of reaching the privilege level as per this Section for the Loyalty Member is **HUF 5,000,000 gross, that is, five million forints**, at any of the hospitality units, clubs, and event venue under the Botaniq Collection umbrella brand.

Benefits of the Botaniq Level:

- Regular promotional newsletters may be sent if the Loyalty member has given consent;
- 400 points credited upon reaching this level (one-time bonus);
- Birthday voucher/point bonus 200 points credited redeemable for experiences/services at any unit under the Botaniq Collection umbrella brand (excluding Verno House).

Adult members of the BOTANIQ Budai Klub, who wish to become Loyalty members will automatically receive Botaniq Level eligibility upon registration. After paying the annual

membership fee, 600 points will be credited to their point balance.

IV. Crediting of Botaniq Benefit points (hereinafter "point" or "points") that can be acquired in the Botaniq Benefit Loyalty Programme and their equivalent value

For every HUF 5,000 gross spent at any of the hospitality units, clubs, and event venue under the Botaniq Collection umbrella, the Loyalty Member **receives 1 point**, which is credited to their points balance (in accordance with the terms, conditions, and restrictions outlined in Chapters V and VI of these Regulations).

Each point earned and credited to the balance of a Loyalty Member with "Guest" status is equivalent to HUF 250 gross (that is two hundred and fifty Hungarian forints). These points can only be redeemed for products and services at any hospitality units, or clubs and event venue under the Botaniq Collection umbrella, in accordance with the terms, conditions, and restrictions outlined in Chapters V and VI of these Regulations.

Each point earned and credited to the balance of a Loyalty Member with "Third Party" status is equivalent to HUF 125 gross (that is one hundred and twenty-five Hungarian forints). These points can only be redeemed for products and services at any of the hospitality units, clubs, and event venue under the Botaniq Collection umbrella, in accordance with the terms, conditions, and restrictions outlined in Chapters V and VI of these Regulations.

The crediting or redemption of points is carried out by the staff of the Operator or the hotels, other hospitality units, or clubs under the Botaniq Collection umbrella brand.

V. General conditions related to points that can be acquired in the Botaniq Benefit Loyalty Programme

- 1. The Loyalty Member automatically advances to the next privilege level defined in Chapter III when they reach the mandatory minimum spending amount required to reach the level. Points must be acquired within 365 days following the day of reaching the privilege level to enable advancement to the next level. If the mandatory minimum spending amount required to reach the level is not spent within 365 days following the day of reaching the level at any of the hotels, other hospitality units, or clubs under the Botaniq Collection umbrella brand, the points can still be redeemed under the conditions and restrictions set out in these Regulations, however, in such a case, the Loyalty Member is automatically downgraded by the Operator to the previous level. The Loyalty Member receives a reminder in their user account in advance about the promotion to a higher privilege level or automatic demotion from a higher privilege level.
- 2. The Loyalty Member can both earn and redeem points during the same payment/transaction. However, no additional points can be earned for the portion of the payment/transaction made using redeemed points.
- 3. Points can only be earned at any of the hospitality units, clubs, and event venue under the Botaniq Collection umbrella brand and can be redeemed as an alternative payment method instead of cash for the purchase of products and services provided there, in the manner and under the conditions and restrictions set out in this chapter and Chapter VI of these Regulations.
- 4. Both "Guest" and "Third Party" status Loyalty Members can redeem points up to a maximum value of HUF 500,000 gross (that is five hundred thousand Hungarian forints) once per day.
- 5. Both "Guest" and "Third Party" status Loyalty Members can earn points up to a maximum value of HUF 50,000,000 gross (fifty million forints) once per day.

- 6. Loyalty Members earn points based on the final gross amount of a given invoice, excluding any service charges that may apply at the specific location.
- 7. Loyalty Members can check their available points balance on the Botaniq Collection website, under their profile.
- 8. The loyalty points management system deducts the redeemed points from the Loyalty Member's points balance when they are redeemed at a unit under the Botaniq Collection umbrella brand. The transaction is confirmed by the Loyalty Member by signing/receiving the invoice/other receipt.
- 9. The points balance can be tracked both in the record-keeping system of the unit under the Botaniq Collection umbrella and in the Loyalty Member's user account on the website.
- 10. If no new points are credited or redeemed by the last day of the 2nd (second) year following the most recent point crediting or redemption, the points expire and are deleted, and the membership status is also suspended. One (1) month before the suspension, the Loyalty Member receives a notification in their user account and by email. In such a case, the Loyalty Member can reapply for active membership in the Botaniq Benefit Loyalty Programme at a later date, but previously lost or expired points and other related benefits and services are not restored to the membership account.
- 11. Updating the points balance in the system requires at least 24 hours.
- 12. For a given transaction, the Loyalty Member can use or redeem a maximum of 80 (eighty) percent of their existing points. 20 (twenty) percent of the current points balance must always be retained on the account and cannot be spent.
- 13. Special promotional opportunities: The Operator reserves the right to provide special promotions and discounts to all Loyalty Members or a portion thereof, or specifically to a particular Loyalty Member (e.g., on their birthday) during a period determined by the Operator.
- 14. Benefits related to the Loyalty Members' privilege level: Loyalty Members are entitled to the benefits associated with their current privilege level as defined in Chapter III. The Operator expressly reserves the right to modify the scope and extent of benefits associated with the various privilege levels, in which case the Operator sends a prior or subsequent notification to the Loyalty Member's user account about such change.
 - VI. Special criteria for point redemption in hospitality units, clubs, and event venue under the Botaniq Collection umbrella brand
- 1. Special criteria for earning and redeeming points in restaurant units:

Points can be earned on all food and beverage services available in the Restaurants and can be redeemed for the payment of any food and beverage services. However, points cannot be redeemed for the payment of food and beverage services that are part of special promotions or limited-time offers advertised in the Restaurants. When earning points, Loyalty points are calculated based on the gross amount of the final invoice, excluding any service charges.

Special exceptions: at the Flava Kitchen & More restaurant, points can only be redeemed for food and beverage services that are not charged or billed to the room account booked at the Verno House hotel.

2. The Operator hereby states and expressly draws the attention of Loyalty members to the fact that although the Verno House hotel is a member of the Botaniq Collection, it does not

participate in the Botaniq Collection Loyalty Program. Accordingly, Loyalty points cannot be redeemed for hotel services at the Verno House unit, nor can points be collected for hotel services there. Nonetheless, Verno House remains a member of the Botaniq Collection umbrella brand, and its staff will be happy to assist guests in joining the Botaniq Benefit Loyalty Program.

- 3. Special criteria for earning and redeeming points in Club units:
- 3.1. Points can be earned at Club units based on the annual club membership fee, as outlined below:
 - **Botaniq Budai Klub:** for every adult Loyalty Member over the age of 18 who is also a member of the Botaniq Budai Klub, 600 points are credited to their points balance after the payment of the annual membership fee.
 - Botaniq Golf Klub: Points can be earned for all restaurant services and upon the purchase of Green Fees.
- 3.2. Points can be redeemed for the payment of the following services available in the Club:
 - Botaniq Budai Klub: Food and beverage services (including food and beverage services at individual events and club events).
 - Botaniq Golf Klub: Points can be earned for food and beverage services (including those provided at specific private events or club functions), as well as for the purchase of Green Fees.

Special Exceptions: At the BOTANIQ Máriavölgy Golf Club, points cannot be earned for official memberships, nor can points be redeemed for the purchase of official memberships (Shareholder, Start-Up, Junior, Gold, Silver, Bronze.

- 4. Special criteria for earning and redeeming points in an Event Venue unit:
- 4.1. Points can be earned and redeemed at the Event Venue under the following conditions:
 - Points can be earned and redeemed for the venue rental fee of any event held at the location;
 - <u>Points cannot be earned or redeemed for food and beverage services provided by external vendors.</u>

Points cannot be redeemed at Restaurants, Clubs, or the Event Venue for services that are not provided directly by the respective units but by third-party or external service providers (in particular, but not limited to, transfers, taxis, etc.).

VII. Miscellaneous provisions

- 1. Participation in the Botaniq Benefit Loyalty Programme is free of charge.
- 2. Points and membership benefits acquired in the Botaniq Benefit Loyalty Programme are non-transferable and cannot be exchanged for cash.
- 3. For any questions regarding the interpretation of these Regulations, the Operator's interpretation/decision shall prevail.
- 4. All benefits, convenience services, offers, rewards, and services of the Botaniq Benefit Loyalty Programme are subject to availability and may be modified at any time without prior notice. The Operator has the right to unilaterally review aspects including but not limited to, the status of individual Loyalty Members, their privilege levels, points balances, transaction histories, and requests for rewards and other benefits.
- 5. Loyalty Members who violate the provisions of these Regulations are required to compensate for any proven damages caused to the Operator and/or the hotels, hospitality units, and clubs under the Botaniq Collection umbrella in connection with such violations.

- 6. By registering, the Loyalty Member acknowledges that the content, performance, message and data transmission, and response speed of the website's technical infrastructure depend on the server technology, and thus may be adversely affected by factors beyond the Operator's control, including (but not limited to) connection error, server performance, network load, network traffic, coverage, and maintaining a secure network connection. The Operator excludes all liability for errors and deficiencies arising from the matters described in this Subsection. The Operator also excludes liability for any external SQL attacks affecting the website or the associated server, as well as for attacks or malfunctions affecting the telephone network. Therefore, if as a result of an attack on the website, server, or the supporting network, Loyalty Members receive incorrect system messages, such as those regarding their points balance, the Operator shall not be held liable in any way.
- 7. If any misuse or conduct that may enable abuse is suspected during the operation of the Botaniq Benefit Loyalty Programme, the Operator reserves the right to suspend or terminate the programme indefinitely. Furthermore, if any (computer) manipulation or any conduct incompatible with or violating the spirit of the Botaniq Benefit Loyalty Programme is detected from a Loyalty Member, or if there is reasonable suspicion of such conduct, the Operator may immediately exclude the offending Loyalty Member from the programme, delete their earned points, or suspend their membership. The Operator may also immediately exclude a Loyalty Member from the Botaniq Benefit Loyalty Programme if they have accumulated debt in hotels and other hospitality units or clubs under the Botaniq Collection umbrella brand. In the event of any cancellation of membership in the Botaniq Benefit Loyalty Programme, all unredeemed points, rewards, and other related benefits and services are lost, and the Loyalty Member can no longer participate in the programme. In such cases, the Operator excludes all liability. If the Operator terminates the Loyalty Member's membership for any reason, unless the Operator decides otherwise, the Loyalty Member cannot reapply for membership.
- 8. The Operator is under no circumstances responsible for the contractual fulfilment of products purchased or services used by Loyalty Members at the hotels, hospitality units, or clubs under the Botaniq Collection umbrella. In the event of any conflict between these Regulations and the general or specific terms and conditions of these units, the general or specific terms and conditions of the units shall prevail.
- 9. If any unit under the Botaniq Collection umbrella leaves the Botaniq Benefit Loyalty Programme for any reason, Loyalty Members will no longer earn points for their stay or for services used at that unit. Furthermore, any promotions or special offers related to the Botaniq Benefit Loyalty Programme will no longer be valid at that unit after it has left the programme, even if the booking was made before the unit's withdrawal from the programme.
- 10. Points, rewards, and other membership benefits may be subject to income or other taxes. The Loyalty Member is responsible for paying all such taxes and for all related disclosures to third parties. The Operator assumes no liability for any tax obligations, duties, or other fees related to the issuance of points, rewards, and other membership benefits.

11. Limitation of liability

The Operator is not liable under any circumstances for any direct, indirect, or consequential damages, whether based on contract, tort, or otherwise, arising from or in any way related to the Botaniq Benefit Loyalty Programme.

12. Complaints handling:

The Loyalty member can submit a written complaint regarding the Botaniq Benefit Loyalty Programme via the Loyalty Manager email address: loyalty@botaniqcollection.hu or later through their user account. The Operator shall appropriately investigate the Loyalty Member's written complaint and provide a written response through the user account.

For issues not covered by these Regulations, the provisions of the applicable effective Hungarian legislation shall apply. The applicable law for these Regulations is Hungarian law.

Budapest, 1 October 2025

BDPST Hotel Zrt. Operator