

# RELAXATION BY AIR VITESSE FAST FORWARD CLUB

Terms & Conditions – Issue 1 – February 2021

## OVERVIEW

The Fast Forward Club Terms and Conditions (“Terms and Conditions”) set out below are important and affect your rights as a member of the Fast Forward Club. Conditions of Use apply and are set out below. The terms and conditions contain some exclusions and limitations of liability.

### 1. Membership Agreement

**i** These Terms and Conditions set out the contractual relationship among Smith-Mandylas O.E., the parent company of Air Vitesse and subsidiary Relaxation by Air Vitesse and each individual member of the Fast Forward Club.

Smith-Mandylas O.E. and its role in this contract relates primarily to the awarding of “Speed” points, the redemption of “speed points” and that title to “speed points” lies with Smith-Mandylas O.E. Smith-Mandylas O.E. will receive, store and otherwise process and hold Members’ Data in connection with the administration of the Club as set out in these Terms and Conditions. Smith-Mandylas O.E. being a company constituted in Greece, shall be subject to the “General Data Protection Regulation (GDPR)” requirements under Regulation (EU) 2016-679.

### 2. Definitions

**i** **“Active Member”**

An active Member is a member who has earned or redeemed speed points within the preceding 12-month period;

**“Smith-Mandylas O.E.”**

means the parent company of Relaxation by Air Vitesse;

**“Partners”**

means any service provider who is an associate partner of the club who makes special offers to Members who are then eligible to collect speed points against purchases; details of current and past partners can be found at [airvitesse.eu](http://airvitesse.eu)

**“Speed Points”**

means the credits denominated as Speed Points earned by a Member and credited to a Member’s account for spend against further stays at properties within the group;

**“Air Vitesse.eu”**

means the website at internet address [www.airvitesse.eu](http://www.airvitesse.eu) where these terms and conditions are stored and updated along with other information pertaining to the club;

**“Card”**

means, where issued, a physical or digital Green, Blue or Silver Fast Forward Club Membership Card, as the case may be;

**"Green Card"**

means a card that can be purchased by a guest staying in any property in the portfolio for use during their stay to gain discounts and offers at partners, furthermore providing a discount code towards a future booking with Relaxation by Air Vitesse. This card does not earn Speed points and will expire at the end of the calendar year. Any one with a Green card is not deemed to be a Member of the Fast Forward Club;

**"Conditions of Use"**

means the Conditions of Use relating to Fast Forward club propositions as amended or added or deleted from time to time;

**"Data"**

means data personal to a member and subject to EU General Data Protection Regulation (GDPR);

**"Dispute"**

means any dispute, claim, or controversy between you and Smith-Mandylas O.E. regarding any aspect of your relationship with Smith-Mandylas O.E., whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behaviour), or any other legal, statutory or equitable theory, and includes the validity, enforceability or scope of these Terms and Conditions, except for the scope, enforceability and interpretation of this Arbitration Agreement and Class Action Waiver.

Dispute SHALL NOT include: (1) claims that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable; and (2) any claim for public injunctive relief, i.e., injunctive relief that has the primary purpose and effect of prohibiting alleged unlawful acts that threaten future injury to the general public. Such claims may be determined only by a court of competent jurisdiction and not by an arbitrator.

**"Event Beyond Your Control"**

means unusual and unforeseeable circumstances which you cannot control and the consequences of which you could not have avoided even if you had taken all reasonable care;

**"Fast Forward Club"**

means the Relaxation by Air Vitesse Fast Forward Club

**"Fraud"**

includes fraud, dishonesty and deceit and in particular:

knowingly supplying incorrect information including at the time of booking to accrue Speed Points or discounts;

altering documents to procure Speed Points or discounts;

attempting to accrue Speed Points earned by any person other than the Member;

using or attempting to use stolen or counterfeit discount codes;

attempting to accrue Speed Points more than once for the same transaction;

selling, bartering and/or purchasing Speed points or Rewards including attempting to sell or transfer Speed points or Rewards by means of internet-based sales or auctions; or

knowingly benefiting from the Fraud or Misconduct of another Member or individual.

**"Lead Guest"**

means the first named adult on any booking;

**"Loss"**

means losses, costs, damages, injuries, accidents or claims (whether direct or indirect) suffered by Members in connection with the provision of services or rewards

**"Marketing Partners"**

means Service Partners or any company selected by Smith-Mandylas O.E. to offer services, products or facilities to Members;

**"Member"**

means the person who is a member of the Fast Forward Club and whose name is shown on the Card;

**"Membership"**

means membership of the Fast Forward Club;

**"Membership Number"**

means the number allocated to the member according to these terms and conditions;

**"Misconduct"**

includes:

- failure to comply with these Terms and Conditions or the terms and conditions of a Service Partner; or
- attempting to obtain Speed points by Fraud; or
- misusing the Services; or
- misconduct at any point during a guest's stay in a company property; or
- any misconduct including but not limited to the use of false, threatening, abusive or derogatory language or behaving in a threatening, abusive or derogatory manner in dealing with or directed at Smith-Mandylas O.E. staff or the staff of any Service Partner; or
- any conduct, including but not limited to making misleading statements, which causes, is intended to cause or is likely to cause a detrimental effect or reflects unfavourably on the reputation of Smith-Mandylas O.E. or any aspect of its business, brands, products or services; or
- failure to comply with the applicable conditions of contract and any other applicable rules and regulations.

**"Non-Stay Rewards"**

means any rewards comprising in part or whole, goods or services other than guest stays supplied by or for Smith-Mandylas O.E. upon redemption of an appropriate amount of the Member's Speed points;

**"Processing or Processed"**

includes obtaining, using, recording and holding in electronic or any other form;

**"Speed Points"**

means the points earned by members of the Fast Forward Club against eligible spend for stays or at service partners which can be redeemed against future stay purchases and shall remain valid for a maximum of 24 months since their earn date;

**"Stay"**

means a single, eligible stay at a property within the company portfolio;

### 3. Membership



3.1. Individuals who are 18 years of age or over may purchase a Green card, or, when making a booking on [airvitesse.eu](http://airvitesse.eu) they will be enrolled to Blue card membership;

3.1.1. Smith-Mandylas O.E. reserves the right not to enroll individuals with resident addresses in certain countries and/or regions. Such countries and/or regions are subject to change however reasonable advance notice will be given in circumstances where the removal of a country and/or region will affect the Membership of existing Members. Up to date information on countries and/or regions which are not open to Membership is available online at [airvitesse.eu](http://airvitesse.eu);

3.2. Membership is not open to companies, partnerships, unincorporated associations or similar entities.

3.3. To apply for Membership an individual must apply online at [airvitesse.eu](http://airvitesse.eu) or directly with a company representative in a recognized property. Membership applications must state the applicant's full name and preferred mailing address for correspondence. The residence address determines the applicability of any local rules or restrictions relating to the Services and eligibility for local promotions or the Services. Members cannot state more than one residence address.

3.4. Membership is offered at the discretion of Smith-Mandylas O.E. and Smith-Mandylas O.E. may refuse Membership to any applicant without explanation;

3.5. Applicants accepted as Members will be given a Membership Number and may be provided with a Card. A Member may not have multiple Memberships. Each Member must maintain only one account. If a Member violates this rule, all Memberships (other than the first Membership approved by Smith-Mandylas O.E.) will be cancelled, as will any Speed points that are contained in the cancelled accounts.

3.6. Applicants will be admitted to Membership on the date they activate their account. An applicant can activate their Membership in any of the following ways: (a) joining via [airvitesse.eu](http://airvitesse.eu) and making an eligible booking; (b) signing the Card; or (c) quoting their Membership number to either Smith-Mandylas O.E. or a Service Partner. By activating their Membership, Members agree to be bound by the Terms and Conditions (as amended from time to time) and the information on [airvitesse.eu](http://airvitesse.eu).

3.7. Each Member must give Smith-Mandylas O.E. immediate written notice of any changes of name or preferred mailing address and, if requested by Smith-Mandylas O.E., written proof of any such changes. These changes can also be made online by visiting [airvitesse.eu](http://airvitesse.eu).

3.8. Correspondence will be sent to the Member's last preferred mailing address and/or the e-mail address provided on the application or in accordance with Clause 3.7. Smith-Mandylas O.E. reserve the right to provide information, including changes to the Fast Forward Club, only to Active Members.

3.9. Smith-Mandylas O.E will not be responsible for late, lost or misdirected mail.

3.10. Members can contact Smith-Mandylas O.E. at [airvitesse.eu](http://airvitesse.eu) or directly at a recognized property

3.11. Membership will terminate automatically:

3.11.1. In the event of the expiry of all Speed points in accordance with clause 14.4, when a Member has not earned or redeemed Speed points or purchased or transferred Speed points in accordance with the Conditions of Use for 24 consecutive months; or

3.11.2. Upon the death of a Member. Any Speed points, accumulated by that Member but unused at the time of death shall be cancelled.

3.12. The Fast Forward Club is not a members' or proprietors' club.

## 4. Protection of Members' Data



4.1. The Data which is Processed by Smith-Mandylas O.E. in connection with Members may include:

4.1.1. Membership Data (such as Speed points accumulated or redeemed);

4.1.2. Data about stays booked or undertaken by the Member including Data identifying any company or organisation booking a stay for the Member;

4.1.3. Data supplied by the Member;

4.1.4. Data collected when the Member is provided with Services; and

4.1.5. Data collected when the Member is otherwise in contact with Smith-Mandylas O.E. or a Service Partner (such as Data about use of [airvitesse.eu](http://airvitesse.eu)).

4.2. The sources of the Data Processed by Smith-Mandylas O.E. in connection with Members may include Partners, Marketing Partners, purchasers of stays booked for or undertaken by the Member, travel agents, computer reservations systems, data processors, agents and contractors and other companies. British Airways and/or AGL may link together

4.3. Members consent to:

4.3.1. their Data being supplied to Smith-Mandylas O.E., Service Partners, Marketing Partners, data processors, agents and contractors;

4.3.2. their Data being transferred to other countries whether or not such countries have data protection laws; and

4.3.3. the processing of any sensitive data included in their Data (such as data revealing a medical condition or religious belief).

4.4. The purposes for which Data may be Processed by Smith-Mandylas O.E. or by another recipient of Data under 4.3.1 include:

4.4.1. providing Services to Members;

4.4.2. making changes to Services and developing new Services;

4.4.3. providing customer service on during guest stays;

4.4.4. accounting and audit, safety and security, fraud prevention and investigation, and systems testing, development and maintenance;

4.4.5. the management and administration of the Fast Forward Club and other loyalty schemes operated by Smith-Mandylas O.E.;

4.4.6. customer relations, service recovery and assisting Smith-Mandylas O.E. and Service Partners in future dealings with Members;

4.4.7. credit checking and credit scoring where permitted;

4.4.8. local authority control;

4.4.9. customer profiling and other marketing and market research analysis;

4.4.10. (by or on behalf of Smith-Mandylas O.E.) communicating to Members information about the Fast Forward Club, including information about benefits, using any contact details provided;

4.4.11. (by or on behalf of Smith-Mandylas O.E. or Marketing Partners) communicating to Members about other products, services or facilities offered by Smith-Mandylas O.E. or Marketing Partners or other carefully selected companies, using any contact details provided;

4.4.12. conducting market research; and

4.4.13. any other purpose which is obvious or is communicated to the Member.

4.5. Consent to receive marketing and market research communications under 4.4.11 and 4.4.12 is requested at the time of enrolment and may also be given by the Member subsequently. Members agree that any consent previously provided

to Smith-Mandylas O.E. to process the Data in connection with the Fast Forward Club, shall also be effective consent for such processing by Smith-Mandylas O.E. (including sending marketing and promotional communications). Where consent is given it may be withdrawn by the Member by writing to Smith-Mandylas O.E. or by any other means for withdrawing consent that may be made available by Smith-Mandylas O.E.

4.6. Before any Data relating to a Member is disclosed to a Member by Smith-Mandylas O.E, the Member may be asked security questions which may require him/her to confirm his/her identity by providing information held by Smith-Mandylas O.E. about that Member.

4.7. Smith-Mandylas O.E. may disclose Data relating to a Member to a third person who has been nominated in writing by the Member in advance in accordance with Clause 3.13. Members are responsible for the security of their online logons and passwords and Smith-Mandylas O.E. shall not have any liability in the event that a Member's logon and/or password is disclosed by the Member, whether intentionally or not, so as to allow a third person online access to the Data and/or to make any transactions. Smith-Mandylas O.E. reserves the right to block online access to the Data by or through any third-party website not authorised by Smith-Mandylas O.E.

## 5. Use of the Card



5.1. A physical Card must be signed immediately on receipt and then will be valid until the expiry date shown on it.

5.2. Only the Member named on the Card may use it or quote the Membership number. Cards are not transferable in any circumstances.

5.3. Members will be eligible to access a digital Card via [airvitesse.eu](http://airvitesse.eu) or via the airvitesse online app

5.4. The Card is not a credit card. It remains the property of Smith-Mandylas O.E. and must be returned upon request.

5.5. The Member should produce the Card or Membership Number at any time whilst travelling or otherwise utilising any Services at the request of Smith-Mandylas O.E. or a Service Partner. Members should add their Membership Number to all bookings at time of booking, or prior to arriving at the property.

5.6. Should a Member lose their Card or have their Card stolen, they shall contact Smith-Mandylas O.E. via [airvitesse.eu](http://airvitesse.eu).

## 6. Recognition



6.1. Green Cards do not constitute membership of the Club. They are available for purchase "in-stay" to access special offers at Service Partners and selected properties.

6.2. Any guest making a booking directly at [airvitesse.eu](http://airvitesse.eu) is eligible to apply to join the Club at the entry level, this being Blue. Upon check-in, the card will be activated and guests can begin to accrue Speed points when they present the card at approved Service Partners. Upon reaching the prescribed level of Speed points, Members can be promoted to the next level of the Club, this being Silver. Silver Members will receive additional benefits which are published and amended on [airvitesse.eu](http://airvitesse.eu). Silver members shall maintain their level by continuing to accrue the requisite number of Speed points in a calendar year. If they do not meet this requirement, they will be downgraded to Blue membership.

6.3. Membership benefits are valid until the expiry date of the current membership. Membership benefits previously applied to a booking may vary should your level status change before travel.

6.4. Smith-Mandylas O.E. has full discretion to maintain, promote or demote any member at any time for any reason.

## 7. Speed Points



7.1. Speed points are awarded to Members of the Fast Forward Club based on the amount Members spend either on bookings at [airvitesse.eu](http://airvitesse.eu) or at Service Partners.

7.2. Speed points earned against spend are rated at 1 EURO = 5 Speed Points on eligible purchases. Points will be recorded on the Member's account by way of Service Partners providing evidence of spend and discounts given. Speed points can be redeemed for purchases against future stays in the portfolio, according to the current reward program and the current redemption scale.

7.3. Speed points can only be earned once against a transaction. Speed points will be awarded after a guest checks out of a property, or, within 28 business days of a transaction with a Service Partner. Speed points cannot be redeemed until Smith-Mandylas O.E. has recorded them in the Member's personal account.

7.4. In cases of dispute about entitlement to Speed points, Smith-Mandylas O.E. may require proof of transaction or receipts and claims must be lodged within 3 months of the original date of such transaction.

7.5. Speed points can only be earned through the authorised Service Partners and not through any other mechanism.

7.6. Speed points are redeemed by Members with Smith-Mandylas O.E. provided by Smith-Mandylas O.E. and Service partners. The methods to redeem those Speed points and access the Rewards are set out in the remainder of this Clause and the Conditions of Use.

7.7. Speed points will be issued to the named Member and provided to the mailing address of the Member. Details of the account can be accessed on [airvitesse.eu](http://airvitesse.eu). Non-stay rewards are subject to further terms and conditions of the Service Partner at which they are accrued.

7.8. Speed points can be used to part pay for a guest stay at the rate mentioned in 7.2. They can be used in part payment or full payment according to the value of the stay. The Membership number must be quoted at the time of booking at [airvitesse.eu](http://airvitesse.eu) or by direct contact with a Sales representative at Smith-Mandylas O.E. A minimum number of Speed points must be earned before they can be redeemed – this amount will be published

7.9. Speed points redeemed will be deducted from the Member's account and the total amount updated accordingly. Speed points cannot be refunded in the event of a cancellation of a booking except if this cancellation occurs within 24 hours of the booking being made.

7.10. Bookings part paid or fully paid in Speed points can be changed or cancelled subject to the usual terms and conditions for such changes or cancellations. There may be a change fee applied.

## 8. General



8.1 From time to time, Smith-Mandylas O.E. may offer special promotional rates for Speed points or bookings and will be subject to terms and conditions as published with such offers. Speed points, unless otherwise permitted, cannot be used in conjunction with any other offer or discount.

8.2. Other than as provided for herein, Speed points are not redeemable for cash, refundable or exchangeable. At no time may Speed points be purchased by, sold to, bartered or otherwise transferred to other persons and Smith-Mandylas O.E. may confiscate points in such circumstances.

8.3. In the event that a Service Partner ends their partnership or goes into insolvency we will provide as much notice as we feasibly can of a Service Partner doing so. In such circumstances, we are unable to honour speed points claims or redemptions.

8.4. Speed points, and all rights to title and property in such Speed points issued at any time, remain with Smith-Mandylas O.E. at all time and never pass to the Member.

8.5. Members may terminate their Membership by writing to Smith-Mandylas O.E. by letter or using an online form on [airvitesse.eu](http://airvitesse.eu), stating they no longer wish to be a Member, and, if they have been issued with a physical card, enclosing their physical card cut in half or by written confirmation that the physical card has been destroyed. Any such termination will result in a loss of all Speed points and does not relieve the Member of any continuing obligations under these terms and conditions.

8.6. Smith-Mandylas O.E. reserves the right at any time to terminate or curtail a Membership for any reason whatsoever. Members can appeal against such termination or curtailment by writing to Smith-Mandylas O.E. Circumstances for such termination include but are not limited to, Fraud, Misconduct or breach of terms and conditions. In such cases, all Speed points will be cancelled and any bookings made with such Speed points will be cancelled.

8.7. Smith-Mandylas O.E. may terminate the Fast Forward Club at any time. With the exception of insolvency of Smith-Mandylas O.E., Smith Mandylas O.E. will endeavour to provide six months' notice of such termination. At the end of the notice period or insolvency date, Members shall acknowledge that their right to use the Services will cease with immediate effect.

8.8. Smith-Mandylas O.E. may, in its sole discretion modify, withdraw, amend or add to any Services or other offers or arrangements or impose any requirements or restriction relating to the use of Services or Rewards. Smith-Mandylas O.E. will give as much advance notice of such action to Members as is possible. Current information will always be available at [airvitesse.eu](http://airvitesse.eu).

8.9. Smith-Mandylas O.E. reserves the right at all times to make changes to these terms and conditions subject to giving reasonable notice as appropriate in the circumstances. Members who do not accept the changes, will have their membership terminated.

8.10. Smith-Mandylas O.E. will not be liable for any Loss resulting from alteration to, or termination of the programme or the right to earn or redeem Speed points or any of the Services, except for Loss caused by its own negligence or wilful misconduct.

8.11. Smith-Mandylas O.E. does not make any representations as to any income, use, excise or other tax liability of Members as a result of their Club Membership. Such a tax liability may arise, for example, if a Member obtains Speed points and/or Rewards as a result of business expenditure. Members are advised to check with their accountant or tax adviser for further information.

8.12. The Member is solely responsible for any tax liability incurred as a result of Membership.

8.13. To the extent possible, these terms and conditions are governed by and construed in accordance with Greek law and laws of North Kerkyra, Ionian Islands.