

#### **Code of Good Practices**

In order to empower you to travel the most luxury destinations, we will live up to the following good practices:

- We care about you: and therefore, offer a simple and easy to use platform;
- We can facilitate the payment of any (entrance) fee, by contacting us directly;
- We help you (24/7): our customer service department is always contactable;
- We promise you an informative, user-friendly website that aims to offer the best available prices.

#### **Introduction To Our Terms & Conditions**

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the "Platform") and/or by completing a reservation, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

These pages, the content and infrastructure of these pages, and through the website are owned, operated and provided by Lamda Destinations LTD and are provided for your personal and commercial use, subject to the terms and conditions set out below. The relationship that we have with the property owners are governed by separate terms and conditions which govern the (B2B) commercial relationship we have with each of them

## 1. Scope and nature of our Service

Through the website, we (Lamda Destinations LTD) provide an online platform to advertise, market, sell, promote and/or offer (as applicable) their products and service for order, purchase, reservation, hire, and through which relevant visitors of the Platform can discover, search, compare, and make an order, reservation, purchase or payment.



#### 2. Prices.

The prices offered represent a minimum rate of the accommodation. For the exact daily ate please contact us directly. Applicable fees and taxes (including tourist/city tax) may be charged in the event of a no-show or cancellation.

Obvious errors and mistakes (including misprints) are not binding.

All special offers and promotions are marked as such. If they are not labelled as such, you cannot derive any rights in the event of obvious errors or mistakes.

# 3. Privacy and cookies

## 3.1 Privacy Policy Effective date: December 21, 2018

Lamda Destinations Ltd ("us", "we", or "our") operates the www.lamdadestinations.com website (the "Service").

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data and the GDPR.

In accordance with the EU General Data Protection Regulation ('GDPR') which came into effect on 25 May 2018, we want to have in place a clear policy about what data we collect, why we collect it, how we use it and how we store it. We also want you to be clear about your rights in this regard.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from www.lamdadestinations.com



## 3.2 Information Collection And Use

We collect personal data from and about you whenever you are in contact with us directly or if you elect to utilize our Services. This may be directly

through email, phone or submission form on our website, or indirectly through a third party travel agent or supplier.

# 3.3 Types of Data Collected

## (a) Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

- Names, gender, ages, nationality and passport information of all persons travelling and or making relevant reservations;
- contact details (such as telephone number, permanent address and e-mail addresses) of the person making the reservation;
- financial information such as your intended budget or estimated spending allowance (to assist you with booking travel-related experiences);
- information in respect of any medical condition, special requirements or reduced mobility which may affect any person travelling;
- next of kin information:
- special dietary requirements;
- written records about our interactions whether by telephone, email or person;
- copies of documents such as passport, ID or driver's license;
- bank account or credit card information to process payments;
- company's invoicing details (where booking through a legal entity);
- your feedback on our service, including from third parties and testimonials.

# (b) Usage Data

We may also collect information how the Service is accessed and used ("Usage Data"). This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time



and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

# (c) Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

## (i) What are cookies?

Cookies are small bits of information that are placed on your computer or mobile device when you visit almost any website. Cookies do not recognise you personally and are not harmful to your computer or mobile device. They are used by websites you visit in order to improve your experience on the website.

For instance, we use cookies on our site to allow you to login without having to type your login name each time. Other cookies help us to understand what did and didn't interest you about our website so we can provide you with features that are more relevant and useful to you next time you visit. We and some of our partners also use cookies on our site to measure the effectiveness of advertising on our site and how visitors use our site.

As well as setting some cookies ourselves - "first party cookies", we also work with some partners to help give you access to even more great features on our site. These partners set "third party cookies" which enable their features to be provided on or through our website (such as advertising or videos). Third party cookies do not recognise you personally but can recognise your computer when it visits Hotels.com and other websites. This helps to ensure you get the best experience possible when visiting these sites.

Some cookies, called "session cookies", stay on your computer only while your website browser is open and are deleted automatically once you close your browser. Other cookies, called "persistent cookies", remain on your computer or mobile device after your browser is closed. This enables websites to recognise your computer when you later re-open your browser to give you as smooth a browsing experience as possible.



# (ii) What types of cookies do we use?

#### □ Essential cookies

These cookies help you to move around our site and use all its essential features. Without these cookies, our website would not work properly and you would not be able to use features such as the shopping basket or the secure customer account pages.

## Performance and analytics cookies

We want to make your experience on our website as smooth and as enjoyable as possible. Performance and analytics cookies help us understand how our website is being used and how we can improve your experience on it. These cookies cannot identify you personally; rather they provide us with anonymous information to help us understand which parts of our website interest our visitors and if they experience any errors. We use these cookies to test different designs and features for our website and we also use them to help us monitor how our visitors reach our sites and how effective our advertising is.

## □ Functionality cookies

We use functionality cookies to save your settings on our website such as your language preference and booking information you've previously used when booking a hotel with us. We also use functionality cookies to remember things such as the last hotel you searched for so you can easily find it the next time you visit. Some functionality cookies are essential if you want to view videos and maps on our site. We also use "Flash cookies" for some of our animated content and to remember some of your preferences such as your volume settings.

# □ Advertising cookies

Advertising cookies help ensure that the advertisements you see on our website are as relevant to you as possible. For example, some advertising cookies help select advertisements that are based on your interests. Others help prevent the same advertisement from continuously reappearing for you. Some of our partners may also use cookies or web beacons (a single-pixel image file) so that you see more relevant advertisements when visiting other websites. The information collected by these cookies and web beacons does not enable us or these third parties to identify your name, contact details or other personally identifying details unless you choose to provide these details.



# □ Social networking cookies

We also want to make it as easy as possible for you to share content from lamdadestinations.com with your friends through your favorite social networks. Social networking cookies, which are usually set by the social networking provider, enable such sharing to be smooth and seamless.

# ☐ Strictly necessary & functional cookies

These cookies cannot be disabled.

## □ Advertising & marketing cookies

By opting in to our cookie policy, you agree to our use of cookies to display personalize ads and share information about your use of our site with our advertising and analytics partners.

If you choose to opt out, please also remember to clear any current cookies or site data from your browser otherwise you may still see targeted ads based on cookies that have been set in the past. You can find out how to do this here: www.allaboutcookies.org/manage-cookies.

## 3.4 Use of Data

Lamda Destinations Ltd uses the collected data for various purposes:

- To provide and maintain the Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer care and support
- To provide analysis or valuable information so that we can improve the Service
- To monitor the usage of the Service
- To detect, prevent and address technical issues



## 3.5 Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside Cyprus and choose to provide information to us, please note that we transfer the data, including Personal Data, to Cyprus and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Lamda Destinations Ltd will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

#### 3.6 Disclosure Of Data

# (i) Legal Requirements

Lamda Destinations Ltd may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Lamda Destinations Ltd
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- · To protect against legal liability

## 3.7 Security Of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.



## 3.8 Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

### 3.9 Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

# 3.10 Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

## 3.11 Access to your Personal Data

You have the right, at any time to request that we disclose what personal data of yours we are storing, where it has been processed, for what purpose and to whom it has been disclosed. This is something that we will not charge you for. We will use our best efforts to respond to your request without delay and in any event within 1 month of receiving your request provided that your request is not unnecessarily complex or you have made numerous requests in which case we may be able to extend our response time by a further 2 months.



# 3.12 What should you do if the personal data we are holding is inaccurate, out of date or incomplete?

If you believe this is the case, please tell us by e-mail as soon as possible. We will rectify the problem within 10 business days.

# 3.13 How long we retain and process your personal data

We will not process your personal data in a form which enables you to be personally identified for any longer than is necessary in order to fulfil the purpose for which it was originally collected or for any other legitimate business purpose.

Where your personal data has been provided for the purpose of the holiday arrangements or other services you have contracted, we will retain this data for a period of 6 years from the completion of our services to you.

If you have consented to receiving marketing communications from us, we may continue to use your personal data for this purpose until you withdraw your consent.

# 3.14 Can you ask us to delete your personal data?

Yes, you can ask us to erase your personal data in certain circumstances, for example where you have withdrawn your consent to further marketing material where the data in question has only been processed for this purpose. However, this is not always the case. Please see the previous paragraph for further information on the period of time we may retain personal data.

## 3.15 Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.



### 3.16 Contact Us

If you have any questions about this Privacy Policy, please contact us:

□ By email: info@lamdadestinations.com

# 4. Correspondence and Communication

When contacting us you agree to receive (i) an email which we may send you shortly after your request, giving you information on your destination and providing you with certain information and offers (including third party offers to the extent that you have actively opted in for this information) relevant to your request (Reservation) and destination, (ii) an email after arrival to rate the experience. See our privacy and cookies policy for more information about how we may contact you.

In order to duly complete and secure your inquiry, you need to use your correct email address. We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong (mobile) phone number.

Any claim or complaint against Lamda Destinations or in respect of our service must be promptly submitted, but in any event within 30 days after the scheduled day of consummation of the product or service (e.g. check out date). Any claim or complaint that is submitted after the 30 days period, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation. For consumers (in the European Economic Area): We advise you to first notify us of any complaints by contacting our Customer Service. If this does not resolve your complaint, you can upload your complaint via the European Commission's ODR platform. This platform for online dispute resolution can be found here: http://ec.europa.eu/odr.

# 5. Applicable law, jurisdiction, and dispute resolution

These terms and conditions and the provision of our services shall be governed by and construed in accordance with the laws in place in the Republic of Cyprus. Notwithstanding the foregoing choice of law, a natural person using any of our services for a purpose which can be regarded as being outside his trade or profession (hereinafter also referred to as "consumer") can rely on the mandatory provisions of the law of the country where he has his habitual residence. Any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Nicosia, Cyprus.



Notwithstanding the foregoing jurisdiction clause, a consumer may also bring proceedings in the courts of the country in which he is domiciled, and proceedings against a consumer may be brought only in the courts of the country in which he is domiciled. For consumers (in the European Economic Area): We advise you to first notify us of any complaints by contacting our Customer Service. If this does not resolve your complaint, you can upload your complaint via the European Commission's ODR platform. This platform for online dispute resolution can be found here: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>.

If any provision of these terms and conditions is or becomes invalid, unenforceable or nonbinding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

## 6. About Lamda Destinations

Lamda destinations is a private limited liability company, incorporated under the laws of Cyprus and having its offices at Office 102 | 1<sup>st</sup> Floor | 24 Grigoriou Xenopoulou Street | Nicosia 1061 Cyprus . Our VAT registration number is CY**10365755Z** .