

## **ACCOMMODATION RULES OF ESPERANZA LAKE RESORT**

### **1. GENERAL PROVISIONS**

- 1.1. These Accommodation Rules of Esperanza Lake Resort (hereinafter referred to as the "Rules") establish the terms and conditions for booking, payment, and provision of services by Esperanza Lake Resort (hereinafter referred to as the "Hotel"), located in Paunguriai, Trakai District, LT-21282, Lithuania.
- 1.2. The Hotel is operated by UAB "Esperanza Hospitality Group," legal entity code 306192496, with its registered office at Lukiškių g. 3, Vilnius, Lithuania. Hotel contact details: phone +37066003366 and email info@esperanzaresort.lt.
- 1.3. The Hotel provides accommodation and dining services, conference and/or event venue rental, organization of conferences and/or events, SPA services, and other recreational activities (e.g., bicycles, tennis courts, etc.).
- 1.4. These Rules are binding on all Hotel guests (hereinafter referred to as the "Guest") who enter the Hotel premises and/or use its services.
- 1.5. By registering, the Guest confirms that they have read and understood the Rules, have informed any accompanying persons thereof, and agree to comply with them. If the Guest does not agree to the Rules, they may not use the Hotel's services.
- 1.6. The Hotel's personal data processing conditions are detailed in the Hotel's Privacy Policy. Guest data is submitted to the National Tourism Information System as required by law. If the Guest is a member of the "Marriott Bonvoy" loyalty program, their data may be transferred to the Marriott International system.

### **2. RESERVATIONS AND CONTRACT FORMATION**

- 2.1. Reservations can be made via email, telephone, online, or in person at the Hotel.
- 2.2. When booking, the number of Guests, preferred room type, arrival and departure dates, and any special requests (e.g., traveling with a pet) must be specified.
- 2.3. If the reservation is made under a cooperation agreement, the agreement number must be provided. Otherwise, the Hotel will treat the reservation under standard conditions.
- 2.4. A reservation is confirmed upon full payment of the indicated booking fee within the specified timeframe. A properly paid reservation receives a confirmation number.
- 2.5. A contract for Hotel services is considered concluded when the Hotel confirms the paid reservation and issues a confirmation number.
- 2.6. Unpaid reservations remain valid until the end of the payment period and are cancelled thereafter.
- 2.7. The Hotel will provide the Guest with a room of the reserved type and other services but does not guarantee a specific room.

### **3. CHECK-IN, CHECK-OUT, AND DINING**

- 3.1. Guests must check in by presenting a valid ID, visa (if required), payment card details (if required), and completing the registration card. Failure to provide the requested documents or information entitles the Hotel to refuse service.
- 3.2. The Hotel administrator verifies the Guest's identity and provides information on the Hotel's rules, services, and offers.
- 3.3. Check-in time: from 15:00. Check-out time: until 12:00.
- 3.4. Early check-in or late check-out is available upon prior arrangement and subject to an additional fee.

- 3.5. If the Guest fails to check out on time, the Hotel may relocate their belongings to a secure place and/or charge an additional fee for extended room use.
- 3.6. Breakfast and other meals are served at times indicated at the reception. Room service is available at an additional charge. If the Guest checks out early, a takeaway meal may be provided upon request. Early departures must be reported at least one day in advance.

#### **4. PRICES AND PAYMENTS**

- 4.1. General prices and payment terms are published on the Hotel's website [www.esperanzaresort.lt](http://www.esperanzaresort.lt) or in other official Hotel materials. Specific booking prices are stated in the booking offer and/or confirmation.
- 4.2. Service prices are listed in euros, including VAT.
- 4.3. The Hotel reserves the right to change services and prices without prior notice. Prices in confirmed bookings can only be changed by written agreement between the parties.
- 4.4. Additional charges imposed by authorities may apply and are not included in the Hotel's service prices.
- 4.5. Payment can be made in cash, by card, or via bank transfer.
- 4.6. The Guest is personally responsible for paying for all additional services used.
- 4.7. If advance payment is not made, the Hotel may pre-authorize the payment card for the duration of the stay or request a deposit.

#### **5. SERVICE CANCELLATION**

- 5.1. Paid but unused services, including no-shows, are non-refundable unless cancelled according to the established procedure.
- 5.2. Early departures must be reported to the reception. In such cases, refunds are provided proportionally to the unused nights. If no notice is given, a fee equivalent to one night's stay applies.
- 5.3. Refund terms for specific bookings are outlined in the booking details.
- 5.4. If a reservation is cancelled less than 24 hours before arrival, no refund will be issued, and the amount may be deducted from the reserved card.
- 5.5. If the reservation is cancelled more than 48 hours prior to the scheduled arrival, a late cancellation fee equal to the price of one night's stay shall apply, unless otherwise stated in the reservation confirmation (non-refundable amounts may be charged from the amount reserved on the Guest's card).
- 5.6. An additional fee applies for each unregistered Guest. All persons present in the room after 11:00 PM must be registered by informing the Hotel administration.
- 5.7. The Hotel may deduct unpaid amounts from the payment card or deposit provided as a guarantee.

#### **6. ARRIVAL WITH PETS**

- 6.1. Guests with pets not allowed at the Hotel.

#### **7. STORAGE OF ITEMS AT THE HOTEL**

- 7.1. The Hotel's liability for Guest belongings is governed by Article 6.865 of the Civil Code of the Republic of Lithuania.
- 7.2. The Hotel is not responsible for lost or unsecured items if loss occurs due to the Guest's or their companions' fault, force majeure, or item characteristics.

- 7.3. Any loss or damage must be reported immediately; otherwise, the Hotel is not liable.
- 7.4. Placing items in the room safe does not constitute handing them over to the Hotel.
- 7.5. The Hotel may refuse to store dangerous, oversized, or high-value items.
- 7.6. Hotel parking areas are not guarded, even if paid, and the Hotel is not liable for vehicles, belongings, or animals left inside.

## **8. GUEST RESPONSIBILITIES AND LIABILITY**

- 8.1. Guests must comply with the Hotel rules, fire safety regulations, staff instructions, and remain quiet during designated hours.
- 8.2. Smoking (including e-cigarettes) is strictly prohibited in rooms and non-smoking areas. Violation incurs a 400 EUR fine.
- 8.3. The consumption of alcoholic beverages purchased outside the hotel premises is strictly prohibited in all public areas of the hotel, including but not limited to restaurants, bars, lounges, spa areas, beach/lakeside areas, terraces, and other shared guest spaces. The hotel reserves the right to request the removal of such beverages and, where necessary, refuse service or take appropriate action to ensure compliance with this policy.
- 8.4. Guests may not bring unauthorized persons, dangerous objects, substances, or weapons into the Hotel.
- 8.5. Guests must use facilities and inventory responsibly. It is prohibited to litter, pick plants, park improperly, use towels or indoor furniture outdoors, move furniture, or alter the interior.
- 8.6. Guests are responsible for their belongings, must lock rooms when leaving, and not leave items unattended.
- 8.7. Minors may use services only under adult supervision. Children under 12 must not be left alone in rooms or shared areas. Adults are liable for the conduct and safety of minors in their care.
- 8.8. When using the gym, bicycles, or other equipment, Guests are responsible for their own and others' safety. Usage while intoxicated or without knowledge of proper operation is prohibited.
- 8.9. Guests must immediately report faults, fire, or emergencies to the Hotel staff. Faulty equipment must not be used.
- 8.10. Guests must not organize photoshoots, launch fireworks, or bring and consume outside food or drinks at events without permission.
- 8.11. Upon departure, Guests must settle all charges and return room keys.

## **9. USE OF SPA FACILITIES**

- 9.1. SPA services must be booked in advance at reception, by phone, or email.
- 9.2. Cancellations must be made at least 12 hours before the procedure to avoid a 100% charge.
- 9.3. SPA guests must follow hygiene, behavior, and relaxation rules. Showering is mandatory before using pools or saunas. Towels must be placed under the body in saunas and relaxation areas.
- 9.4. Minors are allowed only with adult supervision. Children under 3 must wear special diapers and floatation devices.
- 9.5. Use of SPA facilities while intoxicated, contagious, or with open wounds is prohibited.
- 9.6. Smoking (including e-cigarettes) and consuming alcoholic beverages is strictly prohibited in SPA facilities. Violation incurs a 400 EUR fine.
- 9.7. Guests are responsible for their own and accompanying persons' safety; no lifeguards are on duty.

9.8. Guests must leave the SPA area by closing time or when instructed by staff.

## **10. HOTEL RIGHTS AND DUTIES**

10.1. Rooms and common areas are cleaned, and linens and towels are changed according to hygiene standards.

10.2. Hotel staff may enter rooms for maintenance, safety, or emergency purposes.

10.3. Staff will warn Guests about inappropriate behavior. Guests may be relocated, removed, or reported to the police if they behave inappropriately, pose risks, damage property, violate rules, or ignore staff instructions.

10.4. Due to technical or unforeseen reasons, services may be temporarily unavailable, or rooms reassigned. Compensation is not provided unless a lower-standard room is given, or prepaid services are not delivered.

10.5. The Hotel may unilaterally terminate the agreement without compensation if the Guest (or associated minors) commits the following and does not immediately rectify them after a warning:

10.5.1. Violates these Rules, public order, behaves aggressively or offensively, threatens others' health, safety, or peace, or allows pets or minors to do so.

10.5.2. Consumes alcohol or drugs in shared areas or disturbs others while under their influence.

10.5.3. Destroys or damages property of the Hotel and/or other persons, ignores staff instructions, or endangers safety.

10.5.4. Provides false identity, booking, or payment details, uses another's identity, booking details or payment card, refuses to confirm identity, booking details or pay.

10.6. Upon termination, the Guest must immediately leave the premises. The Hotel may retain payments for unused services, demand payment for used services, and compensation for damages caused by the Guest, their children, visitors, or pets.

10.7. Termination decisions are communicated verbally and/or in writing, depending on urgency.

10.8. Where possible, the Hotel will allow the Guest to correct issues before termination.

## **11. LIABILITY**

11.1. Guests are responsible for their and their minors' safety and health when using Hotel services and must follow all applicable usage and safety rules.

11.2. In accordance with Lithuanian law, Guests must compensate for any damage caused to the Hotel's or others' property or health by themselves, their minors, pets, or invitees.

11.3. Items found in the Hotel are stored for 3 months after departure. They may be returned by mail or courier at the Guest's expense.

11.4. All items in the rooms and other premises remain the property of the Hotel, except for disposable hygiene products, which may be taken upon departure.

11.5. If the Guest suffers loss or damage during their stay, they must inform the Hotel administration before departure. Such cases are handled according to Lithuanian law.

11.6. The Hotel is not liable for damage resulting from the Guest's failure to follow these Rules, service usage, or safety requirements.

11.7. Force majeure liability is governed by the Civil Code of the Republic of Lithuania.

## **12. GIFT VOUCHERS**

12.1. Gift vouchers are valid until the indicated date, may be used only once, are non-refundable and non-exchangeable. Standard booking rules apply when using gift vouchers.

12.2. Vouchers are valid only for the specified services and must be presented before service is provided.

### **13. INTELLECTUAL PROPERTY AND IT SECURITY**

13.1. All Hotel logos, names, website content, design, promotional materials, software, information systems, photos, and other intellectual property are protected under applicable laws.

13.2. Any copying, distribution, modification, publication, or use for commercial or other purposes is prohibited without prior written Hotel consent.

13.3. Guests must not interfere with the operation or security of the Hotel website or booking systems, including unauthorized access, data manipulation, uploading malware, or disrupting access. Such actions are considered a serious breach and may be reported to authorities.

13.4. The Hotel reserves the right to restrict or terminate services for violations of intellectual property or IT security policies.

### **14. GOVERNING LAW AND DISPUTE RESOLUTION**

14.1. These Rules are governed by the laws of the Republic of Lithuania.

14.2. Any disputes between the Guest and the Hotel shall be resolved through negotiations. If no agreement is reached, disputes shall be resolved in Lithuanian courts according to the Hotel's location, unless otherwise specified by law.

14.3. Consumer disputes may be submitted to the State Consumer Rights Protection Authority (Goštauto g. 12, 01108 Vilnius, Lithuania, email: [tarnyba@vvtat.lt](mailto:tarnyba@vvtat.lt), phone: +370 5 262 6751, website: [www.vvtat.lt](http://www.vvtat.lt)) or to the relevant territorial units or via the ODR platform: <http://ec.europa.eu/odr/>.

**ESPERANZA LAKE RESORT**  
**PRIVACY POLICY**

Welcome to **Esperanza Lake Resort** ("we", "us", or "our").

We take your privacy seriously and are committed to protecting your personal data. This Privacy Policy explains how we collect, use, and protect your information, what rights you have, and how you can exercise them.

**1. INTRODUCTION**

- 1.1. This Policy applies when you book or use our services; visit our website, including our online booking system (the "Website"); connect with us through our pages on social media platforms such as Facebook, Instagram, YouTube, LinkedIn, X ("Social Media Accounts"); contact us by email, phone, or through other communication channels.
- 1.2. When we say, "personal data," we mean any information that can directly or indirectly identify you – such as your name, email address, telephone number, or similar details. In this Privacy Policy, "you" refers to anyone who uses our services, our Website, visits our Social Media Accounts, or communicates with us.
- 1.3. Your personal data is processed by UAB "Esperanza Hospitality Group", a company established and operating under the laws of the Republic of Lithuania, legal entity code: 306192496, registered office address: Lukiškių g. 3, Vilnius, email: info@esperanzaresort.lt, phone number: +370 660 03366.
- 1.4. We process your personal data according to the General Data Protection Regulation (GDPR) and the laws of the Republic of Lithuania, following guidance from relevant supervisory authorities.
- 1.5. By using our services, Website, or Social Media Accounts you confirm that you have read and understood this Privacy Policy. If you do not agree with its terms, please do not use our services or communication channels.
- 1.6. Please note that our Website and Social Media Accounts may include links to external websites (for example, partner organizations or other projects we are involved in). This Privacy Policy does not apply to those external sites. We recommend reviewing their privacy policies before providing any personal information.
- 1.7. We may update this Privacy Policy from time to time. We encourage you to review it regularly to stay informed about how we protect your data.

**2. HOW WE COLLECT YOUR PERSONAL DATA**

- 2.1. We collect your personal data in several ways:
  - 2.1.1. Directly from you – when you provide your information to us. For example, when you book a room or make a reservation, check in at the resort, complete a registration form, make a payment, request special services or preferences (such as specific room types or dietary requirements), contact us by email, phone, through our Website, or Social Media Accounts.
  - 2.1.2. Automatically when you use our services – for instance, when you visit our Website, interact with our Social Media Accounts, use our Wi-Fi network or digital services. We may collect data such as your visit history, device information, IP address, booking history, pages viewed, and preferences.
  - 2.1.3. When you visit our premises – to ensure the safety of our guests, employees, and property, we use CCTV cameras in certain public areas of the resort (such as entrances, lobbies, hallways, and parking areas).

- 2.1.4. From third parties – in certain cases, we may receive your information from others, such as your travel agent, employer (if your stay is work-related), or other service providers who assist you with your booking, payment service providers confirming your transactions, online travel agencies (e.g., Booking.com, Expedia) if you booked through a third-party platform.
- 2.2. When you provide us with personal data about another person (for example, a family member, colleague, or travel companion), it is your responsibility to ensure that the data is accurate, complete, and shared lawfully — meaning you must have their permission or properly inform them. In some cases, we may ask you to confirm that you are authorized to share such personal data with us.

### 3. HOW WE USE YOUR PERSONAL DATA

- 3.1. To ensure transparency and help you better understand how we handle your personal data, we have prepared a detailed overview of the main purposes for which we process your personal data, what types of personal data we collect, how long we keep it, and the legal basis we rely on.

Purpose	Personal Data We Process	How Long We Keep It	Legal Basis
Reservation management and guest check-in	Name, surname, email, phone number, address, date of birth, nationality, ID/ passport details, booking details, relationship with the guest (if relevant), stay preferences, special category personal data you choose to provide (such as allergies or health-related special needs)	2 years after reservation	Performance of a contract (GDPR Art. 6(1)(b))  Compliance with a legal obligation (GDPR Art. 6(1)(c))  Explicit consent for special category data (GDPR Art. 9(2)(a))
Providing our services	Name, surname, contact details, relationship with the guest (if relevant), car plate number (if relevant), stay history, service requests, payment information, service communications, special category personal data you choose to provide (such as allergies or health-related special needs)	5 years after service provision	Performance of a contract (GDPR Art. 6(1)(b))  Explicit consent for special category data (GDPR Art. 9(2)(a))

Payment processing and financial operations, including fraud prevention and debt collection	Name, surname, contact details, billing address, relationship with the guest (if relevant), account number, credit institution, payment card details, invoice and transaction data, debt information (if relevant), payment confirmations, data from payment processors or debt collection agencies	As required by law, or if no specific requirement applies – 10 years	Performance of a contract (GDPR Art. 6(1)(b))  Compliance with a legal obligation (GDPR Art. 6(1)(c))  Legitimate interests (fraud prevention and debt recovery) (GDPR Art. 6(1)(f))
Handling general inquiries and providing information about our services	Name, surname, email address, phone number (if provided), inquiry content	6 months after last contact (unless further communication follows)	Legitimate interests (GDPR Art. 6(1)(f))
Managing marketing, promotions, and surveys	Name, email, phone, booking history, marketing preferences, survey responses	3 years after granting consent or until consent is withdrawn	Consent (GDPR Art. 6(1)(a))
Managing loyalty programs and personalized offers	Name, surname, contact details, loyalty program membership details, stay history, transaction history, preferences, program benefits usage	During the loyalty program participation and 3 years after termination	Consent (GDPR Art. 6(1)(a));  Legitimate interests (GDPR Art. 6(1)(f))
Ensuring safety through video surveillance (CCTV monitoring)	Video footage of visitors in public areas (no audio recording), time and location of footage	Up to 14 days	Legitimate interests (GDPR Art. 6(1)(f))
Handling legal claims and disputes	Name, surname, contact details, all relevant personal data relating to the claim (contracts, communications, evidence)	During the dispute process and 3 years its final resolution for non-judicial claims and 10 years judicial claims.	Compliance with a legal obligation (GDPR Art. 6(1)(c));  Legitimate interests (GDPR Art. 6(1)(f))

Conclusion and performance of agreements, internal administration	Name, surname, contact details, job position, relationship with the represented person (if applicable), individual activity certificate data (if relevant), financial data, internal communications, other data necessary for cooperation	During the provision of services or cooperation and for 10 years thereafter.	Performance of a contract (GDPR Art. 6(1)(b));  Legitimate interests (GDPR Art. 6(1)(f))
Managing, securing, and enhancing our Website and Social Media Accounts	IP address, device information, cookie identifiers, browsing activity, server logs, public interactions (likes, comments, messages) on our Social Media Accounts	Cookies: session to 2 years (depending on type);  Server logs: up to 1 year;  Social media interactions: 2 years after last interaction	Consent (for cookies) (GDPR Art. 6(1)(a))  Legitimate interests (GDPR Art. 6(1)(f))

- 3.2. You have the right to withdraw your consent to the processing of your personal data at any time, where processing is based on your consent. Withdrawal of consent does not affect the lawfulness of processing carried out before the withdrawal.
- 3.3. We may use the contact details you have provided to send you important messages or contact you regarding the provision of our services. These communications are essential for the proper performance of our services and are not considered marketing communications.
- 3.4. You have the right to request the correction or updating of the personal data we hold about you. In some cases, we may ask you to verify that the information we hold is accurate and up to date, as it may be necessary for the proper provision of our services.
- 3.5. We may use automated tools, including AI-powered chatbots and decision-making systems, to assist in providing our services, such as handling inquiries, managing bookings, adjusting pricing, or assigning loyalty rewards. Automated decision-making is regularly monitored to ensure fairness, transparency, and efficiency. You have the right to request human intervention if an automated decision affects you significantly.
- 3.6. We monitor the retention periods for personal data carefully and ensure that data is deleted immediately once it is no longer necessary for the purposes for which it was collected.

#### **4. SOCIAL MEDIA ACCOUNTS**

- 4.1. We maintain official pages ("Social Media Accounts") on social media platforms where we post information about our services, promotions, news, and other updates. Through these accounts, we may also post advertisements and respond to your inquiries or comments.
- 4.2. Please note that when you use or interact with our Social Media Accounts, you are also subject to the privacy policies, terms of use, and rules of the relevant social media platform operators (such as Facebook, Instagram, or YouTube). These platforms independently determine how they process your personal data, and we do not control their activities.
- 4.3. When you engage with us via our Social Media Accounts (for example, by posting a comment, sharing our content, sending us a message, or following our page), we may access certain public

information from your profile, depending on your privacy settings on that platform. This may include your name, profile picture, email address (if shared publicly), and any content you choose to share.

- 4.4. Please be aware that information you post publicly on our Social Media Accounts (such as comments) may be visible to other visitors, subject to your personal privacy settings. You are responsible for managing the privacy settings of your own social media profiles.
- 4.5. Please note, the social media platform itself remains the primary data controller for the overall operation of the social media platform. Furthermore, social media platforms may impose restrictions on how we can manage or use the data collected through their services.

## **5. HOW WE PROCESS YOUR PERSONAL DATA: OUR PRINCIPLES**

- 5.1. In processing your personal data, we adhere to the following principles:
  - 5.1.1. We process personal data in accordance with all applicable laws and regulations, including the GDPR.
  - 5.1.2. We process your personal data in a lawful, fair, and transparent manner.
  - 5.1.3. We collect your personal data for specified, explicit, and legitimate purposes, and do not process it for any purposes incompatible with those initially stated, unless permitted by law.
  - 5.1.4. We take all reasonable steps to ensure that the personal data we process is accurate and kept up to date. Inaccurate or incomplete data is rectified, supplemented, restricted, or deleted without delay.
  - 5.1.5. We retain your personal data only for as long as necessary to fulfill the purposes for which it was collected.
  - 5.1.6. We do not disclose your personal data to third parties except as described in this Privacy Policy or as required by applicable law.
  - 5.1.7. We implement appropriate technical and organizational measures to protect your personal data against unauthorized access, disclosure, alteration, or destruction.
  - 5.1.8. Our employees are obligated not to disclose your personal data to unauthorized third parties.

## **6. HOW AND WITH WHOM WE SHARE YOUR PERSONAL DATA**

- 6.1. To operate our business efficiently and provide our services, we may share your personal data with trusted service providers (data processors) who assist us in fulfilling the purposes described in this Privacy Policy. These categories of recipients may include:
  - 6.1.1. Marketing and advertising service providers, supporting the promotion of our services;
  - 6.1.2. Financial accounting and payment service providers, handling billing, accounting, and financial transactions;
  - 6.1.3. Payment administration and collection service providers, managing payment processing and debt recovery;
  - 6.1.4. IT and technology service providers, maintaining our digital systems, website, and cybersecurity infrastructure;
  - 6.1.5. Providers of office software, communication tools, and data management solutions, supporting internal operations;
  - 6.1.6. Cloud storage and hosting providers, ensuring secure data storage and accessibility;
  - 6.1.7. Courier, guest transfers, logistics, and insurance service providers, involved in the delivery of documents or goods related to our operations.

- 6.2. In managing our Social Media Accounts, we may share certain data with social media platform operators. The platforms we may use include, but are not limited to:
  - 6.2.1. Meta Platforms Ireland Ltd (for Facebook and Instagram);
  - 6.2.2. YouTube LLC (for YouTube);
  - 6.2.3. LinkedIn Ireland Unlimited Company (for LinkedIn);
  - 6.2.4. Twitter, Inc. (for X)
- 6.3. Data shared through these platforms may be transferred outside the European Economic Area (EEA) in accordance with applicable international data transfer mechanisms, such as Standard Contractual Clauses approved by the European Commission or adequacy decisions. Please note that when you interact with our Social Media Accounts, the operators of these platforms act as independent data controllers regarding their own processing activities.
- 6.4. We may disclose your personal data to public authorities, law enforcement agencies, courts, or other competent bodies when required to do so by applicable laws or based on legitimate requests. Such disclosures are made strictly in accordance with the legal requirements.
- 6.5. In the event of a reorganization, merger, acquisition, sale of all or part of our business, or other corporate changes, your personal data may be transferred to new owners or partners as part of the transaction, subject to appropriate confidentiality and data protection measures.
- 6.6. As part of a hotel chain, we use a shared internal booking and reservation system as well as may use other shared systems or services. Your personal data may be shared with other hotels or resorts within the same group to manage your reservation, provide services, administer loyalty programs, and improve your experience across different locations. Such internal data sharing is conducted under strict confidentiality rules and in full compliance with applicable data protection laws. A full list of participating in the shared booking system can be provided upon request.
- 6.7. While we primarily process personal data within the European Union (EU) and European Economic Area (EEA), your personal data may occasionally be transferred to countries outside the EU/EEA. In such cases, we ensure that appropriate safeguards are implemented, including:
  - 6.7.1. The use of Standard Contractual Clauses approved by the European Commission;
  - 6.7.2. Transfers based on an adequacy decision issued by the European Commission;
  - 6.7.3. Other legal mechanisms permitted under applicable data protection law;
  - 6.7.4. Your explicit consent where required.

## **7. WHAT RIGHTS DO YOU HAVE?**

- 7.1. As a data subject, you have the following rights regarding your personal data:
  - 7.1.1. Right of access: To obtain confirmation whether we process your personal data and access the data.
  - 7.1.2. Right to rectification: To request correction of inaccurate or incomplete data.
  - 7.1.3. Right to erasure: To request deletion of your personal data where there is a legal basis.
  - 7.1.4. Right to restriction of processing: To request restriction of processing when the accuracy of data is contested, processing is unlawful, or you require the data for legal claims.
  - 7.1.5. Right to object: To object to the processing of your data based on legitimate interests, including related profiling.
  - 7.1.6. Right to data portability: To receive your data in a structured, commonly used format and request its transfer to another controller.

- 7.1.7. Right related to automated decision-making: To object to decisions made solely by automated means that significantly affect you.
- 7.1.8. Right to withdraw consent: To withdraw your consent at any time where processing is based on consent.
- 7.1.9. Right to lodge a complaint: To submit a complaint to the relevant data protection supervisory authority.
- 7.2. We may refuse to fulfil certain rights where permitted under GDPR, except for your right to object to processing for direct marketing purposes.
- 7.3. You may object at any time to the processing of your personal data for direct marketing, contests, surveys, or related profiling by contacting us or using the opt-out option provided in our communications.
- 7.4. To exercise your rights or withdraw consent, please contact us by email at [info@esperanzaresort.it](mailto:info@esperanzaresort.it). We may ask you to complete a request form, send a signed request with an advanced or qualified electronic signature, send the request by post, or visit us in person.
- 7.5. For security reasons, we may ask you to verify your identity by providing an identity document or other necessary information.
- 7.6. If you have an account in our online system (e.g. reservation system), you may update your data or delete your account directly through your profile. Deleting your account may result in the loss of stored information.
- 7.7. Exercising your rights is generally free of charge. However, we may charge a reasonable fee or refuse the request if it is manifestly unfounded or excessive.
- 7.8. We will respond to your request within one month. This period may be extended by two additional months if necessary due to the complexity or number of requests. We will inform you of any extension within one month of receipt of your request.
- 7.9. If your personal data is erased, we may retain necessary copies to protect our legitimate interests, comply with legal obligations, resolve disputes, ensure security, or fulfil agreements.

## **8. NEWSLETTERS, DIRECT MARKETING, LOYALTY PROGRAMS, AND SURVEYS**

- 8.1. We may use your contact details (email address and/ or phone number) to send you direct marketing communications about our services, promotions, loyalty programs and surveys.
- 8.2. We do so based on your consent, or where permitted, based on our legitimate interest if you are an existing client and have not objected to such communication.
- 8.3. Where you have provided consent, we may share your personal data with other hotels or resorts within our hotel chain to provide you with marketing communications, enable your participation in joint loyalty programs, or inform you about services offered by different hotels or resorts in the chain.
- 8.4. To provide you with relevant offers and news, we may personalize our communications using information about your service usage. Personalization may involve automated decision-making and profiling, aimed solely at improving your customer experience.
- 8.5. We may also collect (based on your consent) information about your interaction with our newsletters (e.g., whether you opened the email, clicked on links) to refine and improve our communications.
- 8.6. Your contact details may be shared with service providers who assist us with delivering newsletters, managing surveys, or evaluating service quality.

- 8.7. You can withdraw your consent or object to receiving direct marketing communications at any time by clicking the "unsubscribe" link provided in our emails or by contacting us at [info@esperanzaresort.it](mailto:info@esperanzaresort.it).
- 8.8. Please note that withdrawal of consent may take some time to be fully effective due to pre-scheduled campaigns. You may still receive one or two communications after unsubscribing.
- 8.9. Participation in loyalty programs is voluntary. To participate, you may be asked to provide certain personal data. Processing of your data for these activities will be based on the specific rules provided for the specific loyalty program, and you can withdraw your consent at any time, which will exclude you from further participation.

## **9. USE OF COOKIES AND SIMILAR TECHNOLOGIES**

- 9.1. Our Website uses cookies and similar technologies (such as pixel tags, web beacons, and clear GIFs) — small text files stored on your device — to ensure the proper functioning of the site, improve your browsing experience, remember your preferences, ensure security, analyse traffic, link to our Social Media Accounts, and provide you with tailored content.
- 9.2. We use different types of cookies, including:
  - 9.2.1. Essential cookies: Necessary for the proper functioning and security of the website;
  - 9.2.2. Analytics cookies: Help us understand how visitors interact with the website by collecting and reporting information anonymously;
  - 9.2.3. Functionality cookies: Remember your preferences and choices to enhance your experience;
  - 9.2.4. Performance cookies: Improve website performance and load speed;
  - 9.2.5. Advertising cookies: Deliver personalized advertisements based on your interests, including remarketing activities;
  - 9.2.6. Third-party cookies: Set by third-party services such as social media platforms or advertising partners.
- 9.3. We may also use tools and technologies, such as Google Analytics, Google Tag Manager, Google Ads, Meta Pixel, and other remarketing and optimization solutions, to help us better understand user behavior and optimize our marketing efforts. Some of these tools may transfer data to countries outside the European Economic Area (EEA), such as the United States, in compliance with applicable international data transfer rules.
- 9.4. Third-party services, including social media platforms, may use their own cookies and tracking technologies when you interact with our Website or Social Media Accounts. We do not control the use of these cookies. Some of these providers may transfer data to countries outside the European Economic Area (EEA), such as the United States, in compliance with applicable international data transfer rules. We recommend reviewing the privacy policies of the respective third-party service providers for more information.
- 9.5. You can manage your cookie preferences through Cookie Manager available on our Website. You can choose to accept or reject non-essential cookies at any time. Additionally, you can control cookies through your browser settings.
- 9.6. For more information on how you can manage your preferences, please refer to our Cookie Manager or visit trusted sources such as [www.allaboutcookies.org](http://www.allaboutcookies.org) or the help section of your browser.

## **10. CONTACT US**

- 10.1. If you have any questions, comments, or concerns regarding the processing of your personal data, or if you wish to exercise your rights as a data subject, please contact us at: [info@esperanzaresort.it](mailto:info@esperanzaresort.it).

- 10.2. If you believe that the processing of your personal data infringes applicable data protection laws, you have the right to lodge a complaint with the supervisory authority: State Data Protection Inspectorate (address: L. Sapiegos str. 17, LT-10312 Vilnius, Lithuania, email: [ada@ada.lt](mailto:ada@ada.lt) Website: <https://vdai.lrv.lt/>)
- 10.3. We encourage you to contact us first so that we can address your concerns promptly and seek an amicable resolution.

## **11. FINAL PROVISIONS**

- 11.1. We may update this Privacy Policy from time to time to reflect changes in our practices or applicable laws. Any changes will be posted on our Website, and, where appropriate, we may also notify you via email or through other customary communication channels.

Last updated: May 25, 2026