



**THERMES MARINS
MONTE • CARLO**

BY-LAWS

The "Thermes Marins Monte-Carlo" (The Establishment), part of the Monte-Carlo Société des Bains de Mer Group, offers services and activities dedicated to well-being, keeping in shape and relaxation, which can be practiced in: a heated seawater swimming pool; a cardio weight-training and stretching room; a balneo area including: Sauna, Hammam, Cold bath, ice fountain, an outdoor whirlpool bath as well as a cardio-training room and Technogym weight-training platform (Espace Fitness) are also available to customers.

In order to ensure the tranquillity of the establishment and to enjoy all the benefits of a moment of relaxation, our customers and members must respect the provisions of these internal regulations, both Part I - Wellness Areas and Part II - General Conditions, as well as complying with the instructions given by the establishment's staff and respecting the regulations and prohibitions displayed on the premises.

Members and customers are asked to read these rules and regulations in their entirety as soon as they enter the establishment.

The conditions for subscribing to the annual subscription are set out in Title II- General Conditions below.

I- WELLNESS AREAS

General access conditions:

- Excluding Formula 1 and Historic Grand Prix weekends, the establishment's wellness areas are accessible by the following means: on presentation of a valid season ticket, payment of a single entry fee or proof of a current stay at the Hôtel de Paris Monte-Carlo or Hôtel Hermitage Monte-Carlo.
- Children under twelve must be accompanied by an adult.

Responsibility :

- Children under the age of 18 are the sole responsibility of their parents and/or the adult having custody of them, and are required to inform them and ask them to respect the rules laid down in these By-Laws.

SWIMMING POOL – SOLARIUM - WHIRLPOOL

Hygiene:

- It is obligatory to wear lycra or a swimsuit covering intimate parts of the body when swimming or moving between areas.
- Pool mules must be used to move between areas.
- Babies must wear "pool diapers »
- Anyone showing signs of wounds or skin infections must present a medical opinion authorizing swimming.
- Before entering the water, on each occasion, a shower must be taken and the footbaths around the pool must be used.
- Scrubbing, shaving and the use of cosmetics, shampoos or any other product that may spill into the water are prohibited on board the pools.
- Long hair must be tied back, and swimming caps are strongly recommended.
- Bathrobes and towels are available in the changing rooms and must be returned
- Drinks and food may only be consumed in the Hironnelle restaurant, the Atlantide bar or the outdoor solarium. It is strictly forbidden to consume outside food and drink.

Courtesy:

- Since the swimming pool and solarium are intended for relaxation, our clients are requested not to shout, run, jump, or dive and to behave calmly, pleasantly and respectfully
- Mobile phones must be switched to silent mode, and telephone calls must be made with every concern for the location and other persons.
- Group classes are held regularly in the swimming pool, and our clients are asked not to disturb said classes
- For the comfort of all, no personal items such as rubber rings, flippers, snorkels or toys may be used in the pool area without the lifeguard's authorization.

Wellness Charter:

The beach attendant will attribute a place to the client upon their arrival, according to availability, it being specified that :

- Sunbeds must not be reserved using towels or other personal items.
- When clients leave the swimming pool area or solarium, even to have a treatment or to go to lunch, they must leave the sunbed they have used, taking all of their personal effects. If not, the Establishment staff

reserve the right to clear the sunbed as soon as the client has left the area.

STEAM ROOM - SAUNA - COLD BATH - ICE FOUNTAIN

Special access conditions:

- Access to the steam room, sauna, cold bath and ice fountain is prohibited for children under 5.
- For their own safety, children aged 5 to 12 must be accompanied by a parent or duly authorized adult.
- The steam room and sauna are prohibited for persons under the influence of alcohol or psychotropic substances, after a sports session or after sunbathing.
- A doctor's authorization is mandatory for any persons receiving medical treatment (pregnancy, skin ailment, contagious diseases, patients under medical treatment).

Hygiene:

- Body treatments such as shaving (face only) are only permitted in the Hammam Homme.
- Shampoo and cosmetics are prohibited.
- Natural black soap and scrubs are permitted, provided they are odorless.
- The use of essential oils is strictly forbidden.
- A soapy shower is required before each session.

Courtesy:

- Wearing a towel is strongly recommended, and is compulsory in the presence of minors.
- Co-education is forbidden. (Except in exceptional cases of closure due to technical maintenance - a notice will be put up).

Safety :

- One session lasts 10 minutes and must be followed by a tepid shower or the ice fountain and cold pool, and a rest of at least 10 minutes; no more than 3 consecutive sessions.
- In the event of a problem occurring, there is an alarm near the hot rooms

TREATMENTS

- Clients should arrive 20 minutes before their appointment time so that they can relax and enjoy the experience and their treatment.

FITNESS AREA - CARDIO TRAINING ROOM TECHNOGYM BODY-BUILDING PLATFORM

Medical authorization:

- Any clients using the cardio-training studio and/or the Technogym bodybuilding platform must obtain a doctor's certificate authorizing them to practice these activities.
- More generally, clients must consult a doctor regarding their capacity to do physical training.

Special access conditions:

- The Fitness Area can be accessed by adults and children over 14
- Children aged between 14 and 18 may only use the cardio-training equipment or access the "group exercise room" in the presence of a duly authorized adult during their session, subject to the signing of a waiver.

Hygiene:

- Sportswear is mandatory (sports shoes, shorts or joggers)
- Machines must be left clean after use. Antiseptic wipes are available for this purpose
- No food is allowed in the Fitness area, except that provided in the Fitness area.

Equipment:

- Outside group class times and private sessions, a stretching/exercise studio and adjoining room are available to you: weekly class times are displayed
- All equipment made available must be tidied away after use
- Equipment for group classes is only for use by those attending and cannot be borrowed.

Group courses:

- Reservations for group classes are mandatory and limited to 8 participants.

- For the good use and quality of the fitness classes provided; 3 no-shows to group fitness classes implies a suspension of reservation for 15 days from the date of the last no-show.

Sécurité:

- Use of any machines or equipment in the gyms is made under the user's own liability.
- Clients must first familiarize themselves with how each piece of equipment is used. Coach-advisors are available every day from 7 a.m. to 9 p.m.
- Users are prohibited from operating machines under the influence of alcohol or psychotropic substances.
- Valuables must be deposited in the locker allocated for this purpose and located in the checkrooms on level -3.

II- GENERAL CONDITIONS

COMFORT – HYGIENE – SAFETY - RECOMMENDATIONS - PROHIBITIONS

The Establishment is devoted to well-being and calm.

A pleasant atmosphere and respect for others requires everyone to comply with certain rules such as the following non-exhaustive list:

- Pets are not allowed inside the Establishment, except guide or assistance dogs (on presentation of a medical certificate)
- Mobile phones must be switched to silent and calls must only be made or received in the lobby near reception on level -2.
- It is strictly forbidden to take photographs of the Establishment both inside and outside, except where specifically authorized by Monte-Carlo S.B.M.
- Clients must ensure that the cleanliness of all areas and equipment is maintained. Rubbish, paper, waste and any other unwanted items must be left in the bins available for this purpose.
- To avoid the risk of drowning, get out immediately if you feel tired or drowsy.

Smoking is strictly forbidden inside the Establishment.

It is strictly forbidden to play games that might disturb the peace of other clients.

Access to the establishment may be denied to any person who is unclean or inebriated.

RIGHT TO ACCESS ACTIVITIES

Clients who have purchased a ticket; guests staying at the Hôtel de Paris Monte-Carlo or the Hôtel Hermitage Monte-Carlo, establishments belonging to the Group Monte-Carlo S.B.M.; as well as members, have unlimited access to the following activities:

- Heated seawater swimming pool, Sauna, Hammam, Whirlpool and Solarium (excluding Formula 1 and Historic Grand Prix weekends)
- Fitness and aquafitness classes in the swimming pool or indoor facilities (class schedules are available on the resort's website and posted at reception, and are subject to change without notice).

The Establishment's lifeguards and coaches are available from 7 a.m. to 9 p.m. every day, including Sundays and public holidays, to give clients guidance on their sporting activities, and also offer private lessons.

OPENING HOURS

- The Wellness area is open every day, including Sundays and public holidays, from 7 a.m. to 9 p.m.
- Clients and members are thus asked to return to the changing rooms by 8.45 p.m. at the latest.
- The Establishment reserves the right to close the swimming pool for maintenance, technical checks and exceptional events.
- A closure of the Establishment takes place once a year for maintenance. Dates will be confirmed at reception, as will any extraordinary closures that might be decided upon
- Closure for annual maintenance will not extend the duration of the subscription and will not allow access to another Resort establishment.
- The Solarium and the terrace of the L'Hirondelle Restaurant cannot be used on the Formula 1 and Historic Grand Prix weekends.

CAR PARK

- The Establishment's car park is strictly reserved for clients and/or members who have booked or made an appointment. However, given that the number of parking spaces is limited, we cannot confirm that there will be space for your vehicle.
- Regarding any unauthorized use of the car park by a client who has not complied with the above rules, the Establishment's Management reserves the right to exclude them from this service.
- Valet parking is available to clients.
- Use of the Thermes Marins parking lot is possible only if the person is present in the establishment.

BOOKING - CANCELLATION

- Any treatments or appointments that are postponed or cancelled less than 24 hours beforehand will be billed in their entirety. The same applies to any failure to attend an appointment.
- Treatments or appointments booked on the same day cannot be changed.
- In the event of a late arrival, the duration of the treatment or appointment will be shortened by the same amount of time and it will be billed in full.

RESPONSIBILITY

General:

- Under no conditions can the establishment be considered responsible for the loss, theft, omission or deterioration of objects belonging to the customer within the establishment.
- As safety is guaranteed by the perfect condition of the installations and the strict observance of operating rules, users must respect these rules. Any damage to the facilities will be charged to the person who caused it.
- The Establishment declines all responsibility in the event of an accident resulting from failure to comply with the recommendations and rules contained in these Regulations.

Vehicles:

- Clients and members of the Establishment using the valet parking service are hereby informed that the Establishment and its valets shall not be held liable in any way for any incidents that might occur, including theft, of whatever origin, involving the vehicles.

Lockers:

- Any items found in the lockers made available to clients that have been left there after closing time at the Establishment will be given to the Security Team at Monte-Carlo S.B.M., of which the Establishment is a subsidiary, to be deposited with the Monaco Police Service.
- It is explicitly reiterated that the Establishment is in no way responsible for personal items left in lockers by clients.

Children:

- Children must be accompanied at all times in the Establishment, including in changing rooms, and are placed under the sole responsibility of the adults or parents accompanying them.

PRICES – ADDITIONAL SERVICES

- Prices may be changed without notice.
- Additional services such as treatments, bar, restaurant, boutique etc.) must be paid for immediately.
- Any clients or members may leave a tip when paying, indicating the amount and for whom it is intended.
- Access to the pool is free for children under 5, who must be accompanied by an adult.
- From 5 years of age, children must have a ticket
- Minors cannot become members alone – they may only access membership if their parents are members.

CHANGING ROOMS – LOCKERS – TOWELS - ROBES

- Assistants in the changing rooms greet clients on level -3 of the Establishment and allocate them a locker to leave their personal effects

- Lockers are operated with a code and open automatically each evening when the changing rooms close (9 :30 p.m.).
- As a result, clients are requested to empty their locker before leaving the Establishment
- Allocated a new locker upon each visits
- The establishment provides bathrobes, towels and slippers, which must be returned before leaving the establishment.

PROTECTION OF PERSONAL DATA

The processing of personal data collected is under the Establishment's responsibility in compliance with the legislation in force in the Principality of Monaco on the protection of personal data. No information disclosed or collected will be published, swapped, transferred or sold to any third party without the client or member's knowledge. The Establishment is most concerned with its clients' privacy and takes the greatest care to ensure that personal data disclosed is protected. In this regard, the processing of clients' data has been the subject of a declaration to the CCIN (Commission de contrôle des informations nominatives) regarding the automated processing of personal data. The collection of personal data by the Establishment is strictly limited to the requirements of services offered, stating whether or not there is an obligation to provide such information when it is provided directly by the client or member. The data is stored for a period of three years as from the client's last contact with the Establishment. Answers to questions preceded with an asterisk (*) are mandatory in order to process the client's application. Failing this, the Establishment cannot accede to the client's application. Pursuant to Act No. 1.165 of 23 December 1993, as amended, on the protection of personal data, and the regulations applying in the Principality of Monaco, clients have a right to access, rectify, object to, limit and delete their personal data, by emailing thermesmarinsmontecarlo@sbm.mc or by sending a letter to: Thermes Marins – Monte-Carlo - 2, avenue de Monte- Carlo - 98000 Monaco (Principality of Monaco).

ANNUAL MEMBERSHIP

Pricing:

- The staff of the Wellness Area are available to answer clients' questions regarding tariffs, which are set out in full on the Establishment's website.

Discount:

- Discounts will be applied to all services offered by the establishment only in the presence of the member in possession of his or her membership card, and according to current offers.

- Members will receive a sports bag, water bottle and flip-flops, as well as access to the Monte-Carlo Société des Bains de Mer loyalty program and its special benefits.

Cancelling membership:

- Memberships cancelled during the course of a year will not be refunded on a pro rata temporis basis.
- Memberships may not be transferred or refunded for any reason.
- If a client is away for some months of their membership no extensions may be granted.
- The Management reserves the right to cancel a membership at any time if the rules set forth in these By-laws are not observed.

Passing Away:

In the event of a member's passing, a subscription may be reimbursed provided that the establishment receives an official letter of cancellation by registered mail from the heir(s) containing the subscription:

- A notarized document indicating who the heirs are and in what proportions they will inherit, to enable the repayment of each person's share.
- The bank details of each of the heirs or, if there is a notary in charge of the estate, the bank details of the notary who will handle the distribution
A copy of the death certificate

Cancellation will take effect within 15 days (or more) of receipt of this complete file. The pro rata refund will be paid on that date.

The Establishment's Management may forbid access to the Establishment or suspend membership for any person not fulfilling the obligations defined in these By-laws, both in Part I - Wellness Areas and Part II - General Terms & Conditions.

