

TRIBERA BRING A FRIEND PROGRAMME TERMS AND CONDITIONS

GENERAL

These Refer a Friend Programme Terms and Conditions (the “**BAF Terms**”) govern the “Refer a Friend” promotional programme (the “**Programme**”) made available by Tribera Group Limited (No. 16536191), Limetree Farm, Badgemore, Henley-on-Thames, England RG9 4NX (the “**Platform Owner**”), together with its affiliated Tribera Group entities responsible for the management and operation of Tribera residences in the relevant locations (together with the Platform Owner, “**TRIBERA**”, “we”, “us” or “our”), to Users/ Tenants via the www.triberaliving.com platform (the “**Platform**”) in respect of Tribera residences located in Lisbon Olaias (Portugal), Warsaw Mokotów (Poland), Aachen Center (Germany), Milan Sesto San Giovanni (Italy), Krakow Center (Poland), Bonn Beuel (Germany), and any other location in which TRIBERA makes the Programme available from time to time (each a “**Participating Country**”).

These BAF Terms supplement, and are separate and additional to, the General Terms and Conditions applicable to the relevant Participating Location (the “**Terms**”) and the accommodation services agreement / usage agreement / tenancy agreement concluded between the User and the Property Owner (the “**Agreement**”). Capitalised terms used but not otherwise defined in these BAF Terms have the meaning given to them in the Terms applicable to the relevant Participating Location.

For the avoidance of doubt, the Tribera residences are owned or leased by, and the accommodation services under the Agreement are provided by, the respective Property Owner or Service Provider identified in the Terms applicable to the relevant Participating location (each a “**Property Owner**”). TRIBERA manages and operates the relevant Tribera residence, and administers the Programme, solely on behalf of, and as duly authorised representative of, the respective Property Owner, under a management or similar agreement between TRIBERA and that Property Owner. TRIBERA itself does not own the properties, is not a party to the Agreement, and does not assume any of the Property Owner’s obligations arising from the Agreement. All rights and obligations relating to the accommodation, the Apartment, and the services provided under the Agreement arise exclusively between the User and the Property Owner, save where these BAF Terms expressly provide otherwise in relation to the Programme.

Participation in the Programme is voluntary and requires the User’s separate and affirmative acceptance of these BAF Terms, in addition to and independently of the User’s acceptance of the Terms and the Agreement. Such acceptance must be given through the dedicated Programme acceptance mechanism made available on the Platform or the user portal (for example, a dedicated confirmation checkbox), and a User’s participation in the Programme shall only take effect once this separate acceptance has been given (the “**Programme Acceptance**”). These BAF Terms constitute a standalone arrangement between TRIBERA and the User and do not form part of, and must not be construed as amending or superseding, the Terms or the Agreement.

1. DEFINITIONS AND INTERPRETATION

“**Programme**” means the bring-a-friend promotional programme described in these BAF Terms, under which an existing User may refer a prospective new User to TRIBERA in return for a Reward, subject to these BAF Terms.

“**Referrer**” means a User who is a current resident (or future resident with a confirmed booking) of a participating Tribera residence at the time a Referral is made and who submits, or on whose behalf a Referred Friend submits, a Referral in accordance with these BAF Terms.

“**Referred Friend**” means the individual identified in a Referral as the prospective new resident, who satisfies the eligibility requirements set out in clause 2.2.

“Referral” means the notification made in accordance with clause 3 identifying a Referrer in connection with a Qualifying Booking made by a Referred Friend.

“Qualifying Booking” means a Reservation Agreement and, following the Conclusion of the Agreement (each within the meaning of the Terms), an Agreement, entered into directly through the Platform by a Referred Friend in respect of a Tribera residence, which satisfies the eligibility requirements of clause 2 and is not subject to any of the exclusions in clause 5.

“Reward” means the benefit described in clause 4 that TRIBERA may, subject to these BAF Terms, grant to a Referrer and/or a Referred Friend in connection with a Qualifying Booking.

“Voucher” means a Reward issued in voucher, credit, or other non-cash form, the type of which is determined by TRIBERA in accordance with clauses 4.1 to 4.3.

“Abuse” means any act or omission described in clause 5.5.

References to “TRIBERA”, “User”, “Property Owner”, “Platform”, “Terms” and “Agreement” have the meanings given to them in the Terms applicable to the relevant Participating Country. Headings are for convenience only and do not affect the interpretation of these BAF Terms.

2. ELIGIBILITY

- 2.1. To be eligible to act as a Referrer, a User must, at the time the Referral is made: (i) be at least 18 years old; (ii) be a current resident or a future resident with a confirmed booking of a participating Tribera residence under a valid, subsisting Agreement; and (iii) not be subject to any suspension or restriction of their User Account or access to the Platform under the Terms.
- 2.2. To be eligible as a Referred Friend, an individual must: (i) not have previously entered into a Reservation Agreement or Agreement with TRIBERA on behalf of a Property Owner; (ii) not have previously resided at a Tribera residence.
- 2.3. The Referred Friend must complete a Qualifying Booking directly through the Platform. Bookings made through any other channel, or by a Referred Friend who does not independently satisfy the applicable booking and eligibility requirements under the Terms and the Agreement (including, where applicable, the minimum age and legal capacity requirements set out in the Terms), are not eligible for a Reward.
- 2.4. TRIBERA reserves the right, acting reasonably, to verify the eligibility of any Referrer or Referred Friend at any time and to request supporting documentation or information for that purpose. TRIBERA may withhold, suspend or refuse a Reward pending completion of such verification.

3. THE REFERRAL PROCESS

- 3.1. To make a Referral, the Referred Friend must, in connection with a Qualifying Booking, provide the Referrer’s full name and room number (or reservation number, where applicable) by completing the referral form included in the Referred Friend’s booking confirmation email or made available through the user portal. If the Referred Friend will also start the booking at the same time as the Referrer’s, the reservation number must align.
- 3.2. TRIBERA will verify each Referral before the Referred Friend takes occupancy of the relevant Apartment / Accommodation (as defined in the Terms). A Referral that cannot be verified, or that is submitted incompletely or incorrectly, will not be treated as valid.
- 3.3. Only one Referrer may be credited in connection with each Qualifying Booking. Where more than one Referral is submitted in respect of the same Referred Friend, TRIBERA will, acting reasonably, determine which Referral (if any) is valid, and TRIBERA’s determination shall be final.

4. REWARDS

- 4.1. Each Reward is granted in the form of a Voucher. The specific type of Voucher (including the residence, service, or supplier to which it relates) is determined by TRIBERA or the relevant (local) residence team at its reasonable discretion, having regard to the offerings available at the relevant residence. Unless expressly stated otherwise, a Voucher: (i) has no cash value or cash alternative; (ii) is personal to the recipient and may not be sold, transferred, or assigned to any third party; (iii) may not be combined with any other TRIBERA voucher, discount, or promotional programme unless TRIBERA expressly states otherwise; and (iv) is valid for the period stated on the Voucher or, if none is stated, for twelve (12) months from the date of issue, after which it will expire.

Existing residents refers to a Referred Friend

- 4.2. Subject to these BAF Terms, where a valid Referral is made by an existing resident of a Participating Property and results in a Qualifying Booking by the Referred Friend, TRIBERA (on behalf of the landlord / accommodation service provider) will grant: (i) a Reward to the existing resident Referrer; and (ii) a Reward of the same value to the Referred Friend. The value of each Reward will be determined by the duration of the Referred Friend's Qualifying Booking, as follows:
- a) **12-month contract: €150** (Euro one hundred fifty) (or the equivalent amount in the local currency of the relevant Participating Country);
 - b) **10-month contract: €100** (Euro one hundred) (or the equivalent amount in the local currency of the relevant Participating Country); or
 - c) **5-month contract: €50** (Euro fifty) (or the equivalent amount in the local currency of the relevant Participating Country).

New resident refers to a Referred Friend

- 4.3 Subject to these BAF Terms, where a valid Referral results in both the Referrer and the Referred Friend making Qualifying Bookings, TRIBERA (on behalf of the Property Owner) will grant a Reward to each party. The value of each individual's Reward will be determined by the duration of their own Qualifying Booking, as follows:
- a) **12-month contract: €150** (Euro one hundred fifty) (or the equivalent amount in the local currency of the relevant Participating Country);
 - b) **10-month contract: €100** (Euro one hundred) (or the equivalent amount in the local currency of the relevant Participating Country); or
 - c) **5-month contract: €50** (Euro fifty) (or the equivalent amount in the local currency of the relevant Participating Country).
- 4.4. TRIBERA (on behalf of the Property Owner) will make reasonable efforts to issue a Reward within a reasonable period of time after the Reward Conditions have been satisfied and verified. TRIBERA is not liable for delays in issuing a Reward that is caused by incomplete or inaccurate information provided by the Referrer or the Referred Friend, or by circumstances beyond TRIBERA's reasonable control.
- 4.5. If, after a Reward has been issued, TRIBERA determines that: (i) the underlying Qualifying Booking did not in fact satisfy the eligibility requirements of clause 2; (ii) the Agreement in respect of the Qualifying Booking is terminated, rescinded, or found to have been obtained on the basis of false or misleading information; or (iii) the Referral involved Abuse within the meaning of clause 5.5, TRIBERA reserves the right to withhold, cancel, or reclaim the Reward (including, where the Reward has already been used, to recover its monetary value from the recipient), without prejudice to any other rights or remedies available to TRIBERA.

- 4.6. Unless TRIBERA communicates a different limit on the Platform or the user portal, there is no limit on the number of valid Referrals a single Referrer may make. TRIBERA reserves the right to introduce, vary, or remove a cap on the number of Rewards payable to a single Referrer within a given period, which will be communicated on the Platform in advance of taking effect.

5. EXCLUSIONS AND ABUSE PREVENTION

- 5.1. Self-referrals are not permitted. A User may not act as their own Referred Friend, whether directly or through the use of a different name, email address, or User Account.
- 5.2. Group bookings are not eligible for a Reward unless TRIBERA has given its prior written approval.
- 5.3. A Referral is not valid where the Referred Friend is an existing or former Tribera resident who is transferring, or has transferred, between Tribera residences.
- 5.4. The Programme may not be combined with any other referral, discount, or promotional programme operated by TRIBERA unless TRIBERA expressly states otherwise in writing.
- 5.5. Without limiting any other provision of these BAF Terms, "Abuse" includes, without limitation: (i) the submission of false, misleading, or incomplete information in connection with a Referral; (ii) the creation of multiple User Accounts, or the use of another person's identity or account, to generate ineligible Referrals; (iii) any attempt to circumvent the eligibility requirements or exclusions set out in these BAF Terms; and (iv) any other conduct that TRIBERA reasonably considers to be fraudulent, abusive, or contrary to the intended purpose of the Programme.
- 5.6. TRIBERA reserves the right to verify all Referrals and to reject, suspend, or reverse any Referral or Reward that does not comply with these BAF Terms. Where TRIBERA reasonably suspects Abuse, TRIBERA may, in addition to its rights under clause 4.6: (i) disqualify the relevant Referrer and/or Referred Friend from the Programme; and (ii) suspend or terminate the relevant User's access to the Platform in accordance with the Terms. This is without prejudice to any other rights or remedies available to TRIBERA or the Property Owner under the Terms, the Agreement, or applicable law.

6. DATA PROTECTION

- 6.1. TRIBERA and, where applicable, the Property Owner process personal data collected in connection with the Programme in accordance with the Terms, the Data Protection Notices applicable to the relevant Property Owner and Participating Country, and applicable data protection law, including the General Data Protection Regulation (EU) 2016/679 (GDPR) and relevant national implementing legislation.
- 6.2. By submitting a Referral, the Referrer confirms that they have informed the Referred Friend that their name, contact details, and other information necessary to process the Referral will be shared with and processed by TRIBERA for the purposes of administering the Programme, and that the Referrer is authorised to provide such information to TRIBERA on the Referred Friend's behalf.
- 6.3. TRIBERA will only use the Referred Friend's personal data to process the Referral, verify eligibility, communicate with the Referred Friend about the Qualifying Booking and the Programme, and administer any applicable Reward. TRIBERA will not use the Referred Friend's contact details to send marketing communications unless the Referred Friend has separately provided their consent in accordance with applicable law.
- 6.4. Personal data processed in connection with the Programme will be retained only for as long as necessary for the purposes described in this clause 6, including the administration of the Programme, compliance with legal obligations, and the establishment, exercise, or defence of legal claims.

- 6.5. Data subjects may exercise their rights under applicable data protection law in accordance with the Data Protection Notices applicable to the relevant Participating Country.

7. LIABILITY AND WARRANTY

- 7.1. TRIBERA will use reasonable efforts to operate the Programme and to process Referrals and Rewards accurately and in a timely manner. However, TRIBERA does not guarantee uninterrupted availability of the Programme or the Platform, and Rewards are granted subject to, and conditional upon, satisfaction of these BAF Terms.
- 7.2. Except in the case of intentional misconduct or gross negligence, TRIBERA shall not be liable for any loss, delay, or unavailability of a Reward arising from technical failures, incomplete or inaccurate information provided by a Referrer or Referred Friend, or circumstances beyond TRIBERA's reasonable control. This limitation of liability does not affect any mandatory consumer rights under applicable law.
- 7.3. The Programme is a discretionary marketing initiative administered by TRIBERA and, where a Voucher relates to services or offerings at a specific residence, with the cooperation of and at the direction of the relevant Property Owner. Save as expressly set out in these BAF Terms, participation in the Programme does not create any binding entitlement to a Reward, and nothing in these BAF Terms shall be construed as varying the terms of the Agreement between any User and the relevant Property Owner, or as imposing any obligation on the Property Owner in connection with the Programme beyond any Voucher redeemable at its residence.

8. TERM, AMENDMENT, SUSPENSION AND WITHDRAWAL

- 8.1. The Programme is offered until further notice. TRIBERA reserves the right to amend these BAF Terms, or to suspend or withdraw the Programme, at any time, by posting an updated version of these BAF Terms or a notice on the Platform.
- 8.2. No amendment, suspension, or withdrawal of the Programme shall affect a Reward in respect of which the Reward Conditions in clause 4.3 were satisfied prior to the effective date of that amendment, suspension, or withdrawal.
- 8.3. Where TRIBERA makes a material change to these BAF Terms that adversely affects Referrals already submitted but not yet completed, TRIBERA will use reasonable efforts to provide reasonable advance notice of that change on the Platform.

9. RELATIONSHIP WITH THE TERMS AND THE AGREEMENT

- 9.1. These BAF Terms supplement, and do not replace, the Terms and the Agreement. In the event of any conflict or inconsistency between these BAF Terms and the Terms or the Agreement in respect of matters relating to the accommodation, the Apartment, or the services provided by the Property Owner, the Terms and the Agreement shall prevail. In respect of all matters relating to the Programme, these BAF Terms shall prevail.
- 9.2. Where a User's Agreement or access to the Platform is suspended or terminated in accordance with the Terms, TRIBERA reserves the right to correspondingly suspend or terminate that User's participation in the Programme, including any pending Referral or unissued Reward.

10. COMPLAINTS

- 10.1. A User may submit complaints relating to the Programme in writing to TRIBERA using the contact details for complaints set out in the Terms applicable to the relevant Participating Country, or through the user portal available on the Platform.

11. MISCELLANEOUS

- 11.1. These BAF Terms are governed by, and any disputes arising out of or in connection with them are subject to, the same governing law and jurisdiction provisions applicable to the User's Agreement under the Terms of the Participating Country in which the relevant Tribera residence is located. Nothing in this clause affects any mandatory consumer protection rights or dispute resolution mechanisms available to a User under applicable law, including recourse to alternative dispute resolution, where applicable.
- 11.2. If any provision of these BAF Terms is or becomes invalid, illegal, or unenforceable under applicable law, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced with a valid and enforceable provision that most closely reflects the economic purpose of the original provision, to the extent legally permissible.
- 11.3. The current version of these BAF Terms is available on www.triberaliving.com. TRIBERA will indicate the version and date of the BAF Terms applicable at the time of a User's Programme Acceptance.
- 11.4. Neither a Referrer nor a Referred Friend may assign, transfer, or sell any right arising under these BAF Terms, including any right to a Referral or a Reward, without TRIBERA's prior written consent.

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