

Hotel Savings Card

Terms of Use Policy

Your BookVipPlus code provides you specific dollar amounts of savings off of the retail pricing for hotels and other travel products and services (the "Products") offered on savings.bookvipplus.com ("Website"). In order to use your savings dollars, you must activate it by entering the code provided on your welcome email. By using your savings dollars, you agree to abide by this Terms of Use policy ("Policy"). This Policy, which is also posted on the Website, may change from time to time. You also agree to abide by the posted terms and conditions for each Product offered on the Website ("Product Terms"). Product Terms may also appear on your purchase confirmations. Product Terms vary and are subject to change by Product providers.

HOW IT WORKS:

- Follow the directions on your card or welcome email to activate your savings code. The face value of your code will be deposited to your account ("Savings Bank").
- The dollar amount of savings off retail pricing is displayed on the Website with each Product offered ("Savings"). Savings are subject to change without notice. Only the Savings posted at the time a reservation is booked and paid for will be honored.
- When making a reservation on the Website, you will see the retail price reduced by the Savings. You will pay the reduced price displayed to complete your reservation.
- After you book and pay for your reservation, the dollar amount of the savings will be deducted from your Savings Bank. The dollars remaining in your Savings Bank can be

used for other reservations until your Savings Bank balance is zero.

- Once a reservation is booked and paid for, it cannot be changed or modified, but, it may be canceled if permitted under the Product Terms. Canceled reservations may incur a cancellation fee. Any Savings used for the canceled reservation cannot be re-deposited into your Savings Bank.
- You can continue to use your Savings Bank to reduce the retail cost of reservations until your Savings Bank has been used leaving a zero balance or the expiration of your code(s) amount, whichever occurs first.
- For Customer Service regarding savings dollars or booked reservations, please log in to the Website and click on "View Reservations" located in the "My Account" section, or use the form on the "Contact Us" page.

GENERAL TERMS:

- Customers must be 18 years of age or older to register a code and use the Website.
- You are responsible to pay for any costs not included in the Product price such as government taxes and fees imposed by providers. You are also responsible for any expenses you incur while using the Products you purchased on the Website and for purchases made outside the Website, including but not limited to transportation, meals, gratuities, telephone calls, room service, and incidentals.
- Savings codes have no value except when used in accordance with this Policy. Savings codes are not gift certificates, nor credit nor debit cards, or prepaid vacation vouchers.
- Savings codes have no cash surrender value, credit value or other implied value.

- Savings codes will not be replaced if lost, stolen, damaged or expired.
- You can give your savings code to friends or family prior to activation, but once activated, only the person on the account can use the savings
- Any suspected or actual abuse of the Policy or Product Terms may result in immediate deactivation of Customer's savings passport(s) and savings bank without warning or notice, cancellation of any purchased Products, chargeback to Customers for fees and charges incurred by BookVipPlus or its suppliers due to Customer's abuse.
- You who make use of the savings codes and the Products agree to indemnify and hold harmless BookVipPlus, its owners, affiliates, agents, contractors, assignees and designees, from any and all claims, liability and responsibility for damages, expenses, inconvenience, dissatisfaction, injury, accident, death or damage to any persons or property whatsoever, arising from or related to the use of the savings codes or Products. BookVipPlus makes no warranty of any kind with respect to the Products offered by the provider. BookVipPlus shall not be liable or responsible for delays or cancellations due to weather or mechanical breakdowns, war, acts of God or any other matters beyond its reasonable control. BookVipPlus assumes no responsibility for any verbal or written representation about savings codes by any distributor, or a third party other than what is expressly written in the Policy and Product Terms. If any conflict arises between this Policy and the Policy posted on the Website, the Website shall take precedence.
- Offer not valid where prohibited or restricted.

California Disclosures:

- Transactions are covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: www.tcrcinfo.org.
- California law requires certain sellers of travel to have a trust account or bond. This business has a bond issued by International Fidelity Insurance Company in the amount of \$5,000.00.
- Passengers purchasing travel services from outside of California are not covered by the Restitution Fund.