



## **UChoose Rewards<sup>SM</sup> Terms and Conditions**

If You participate in the UChoose Rewards<sup>SM</sup> Program, You agree to the following terms and conditions.

### **Definitions**

In the UChoose Rewards Program, these terms have the following meanings:

- “Account” refers to a checking account, credit account, financial account, or other account opened at Your Financial Institution.
- “We,” “Our,” or “Operator” means Fiserv Solutions, Inc., the operator and administrator of the Program and its subcontractors.
- “Program” or “UChoose Rewards Program” means the program that allows Participants to earn and redeem points for rewards.
- “Rewards Points Account” means the account that tracks points earned by the Participant.
- “You,” “Your,” or “Participant” means the individual(s) who is using the debit card, credit card, financial product, or other product of a participating financial institution to obtain points that qualify for rewards.
- “Your Financial Institution” refers to the financial institution where You maintain an Account. This may be a checking account where a debit card has been issued, a credit card account where a credit card has been issued, or any other account maintained by the financial institution on behalf of You.

### **Eligibility**

1. Eligibility is restricted to Participants with an active and open Account with a financial institution participating in the Program, which may include charging or usage privileges.
2. Eligibility is restricted to Participants that have an Account statement mailing address within the 50 United States, the District of Columbia, United States territories, or United States military address (such as APO).
3. This Program is available to all Accounts designated by Your Financial Institution.

### **Program Administration**

1. Your Financial Institution reserves the right to cancel or temporarily suspend the Program at any time without advance notice, which may result in the cancellation of outstanding points. Your Financial Institution has the right to change the Program without advance notice to You.
2. Operator and Your Financial Institution each have the right to monitor all Rewards Point Account activity. Operator and Your Financial Institution each reserves the right to cancel any Program membership in the event of fraud, abuse of program privileges, or violation of the Program rules; including any attempt to sell, exchange, or transfer points, or any instrument exchangeable for points. If You have conducted any fraudulent activity, Operator reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, You may be liable for monetary losses to Operator, including

litigation costs and damages and you will not be allowed to participate in the Program in the future.

3. The terms of this Program are void where prohibited by law.
4. We may, at any time and without prior notice, (i) change, limit or terminate any aspect of the Program, or (ii) update, amend or terminate these Terms and Conditions in whole or in part. Changes may affect outstanding transactions and points.

### **Point Accrual**

1. You will earn points for every qualifying net purchase (purchases less returns) by using your debit card or credit card or by participating in certain other Account activity with Your Financial Institution. Your Financial Institution determines the points earning rate for all transactions and when points begin to accrue. No retroactive points will accrue.

Returns are subject to the return policy of the retailer from which you made your purchase. If you return or cancel an item, points are also reversed from that sale.

Exchanges also make purchases ineligible for rewards, as when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. Since the new order was not made through the program website points cannot be tracked. Because of this, the retailer will not pass the points to UChoose Rewards which means UChoose Rewards cannot access the points to put in your account.

To avoid losing your rebate on exchanges, please make sure all returns are final. Once your refund is credited to your card, place the order again through the UChoose Rewards website to be sure you receive points on your purchase.

2. Transactions from lost, canceled, or stolen credit or debit cards; or fraudulent purchases will not earn points.
3. Participants will not earn points if the Account has been closed, whether closed by Participant or Your Financial Institution. Once the Account is closed, points will not be credited and points will be immediately forfeited and cannot be redeemed. Your Financial Institution will determine what constitutes a closed Account.
4. The Program is based on net purchases only and does not include cash advances, balance transfers, or wire transfers. It also does not include any fees posted to your Account, including (but not limited to) late fees, over limit fees, and finance charges.
5. There is no annual cap to how many points you can earn.
6. Points will expire 3 years from the end of the month in which they were posted.
7. Points earned during a calendar month are posted to the Participant's Reward Points Account by the 10th of the following month. Qualifying purchases that have not been cleared or posted to a Participant's Reward Points Account are not eligible for redemption.
8. Dollar and cents amounts will be rounded down to the nearest whole dollar amount when calculating points earned.
9. Point balances are available for view online.
10. Points cannot be transferred from one Rewards Point Account to another Rewards Point Account.

11. Points from multiple Accounts may be pooled together at the discretion of Your Financial Institution.
12. Points may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in points.
13. Participant is responsible for any personal tax liability that may be related to participation in the Program.
14. If your Rewards Point Account does not represent the correct number of points that you should have been awarded, Operator reserves the right to adjust your point balance. If you have been awarded points in error or if you believe your Rewards Point Account has been the subject of any suspicious activity, please contact the Operator immediately using the “Contact Us” feature of the Program website.

### **Redeeming Points**

1. Points may not be redeemed for cash. No cash refunds or partial awards will be issued upon redemption of points.
2. Program points may not be used with any other discount or coupon offer.
3. All points must be redeemed using the Program website located at [www.UChooseRewards.com](http://www.UChooseRewards.com).
4. If you have questions about the Program, those questions can be sent to the Operator using the “Contact Us” feature of the Program website.
5. Points will be redeemable only if your Rewards Points Account is open and in good standing.
6. The Participant must redeem points, but another person may use the ticket(s) or rewards. The Participant is responsible for any tax liability or other charges related to participation in the Program or redemption of points, and for payment of any taxes or charges. Examples of such charges include without limitation, baggage charges, departure taxes, or other charges that may have been assessed by government entities.
7. Your Financial Institution reserves the right to disqualify any Participant from participating in the Program and to invalidate all points for abuse, fraud, or any violation of the Program Terms and Conditions.
8. Your Financial Institution, Operator and suppliers are not responsible for the replacement of lost, stolen, or damaged documents awarded for the redemption of points.
9. Your Financial Institution reserves the right to pass on any processing and/or surcharge fees that may be incurred on the rewards.

### **Liability**

1. You acknowledge and agree that as part of the Program certain information, such as Your name and address, shall be provided to merchants and other parties involved in the Program and Your transactions. You acknowledge and agree that Operator has no control over and liability for any use of such information by those third parties.
2. Operator has no liability for disagreements regarding points. Your Financial Institution’s decisions regarding points and point discrepancies will be final.
3. You agree to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with

Your participation in the Program and Your use of goods and services.

4. NONE OF OPERATOR OR THE SUPPLIER OF ANY REWARDS (INCLUDING EACH OF THEIR AGENTS, AFFILIATES OR EMPLOYEES) (TOGETHER, "PROVIDERS") MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS PROGRAM AND THE WEBSITE, AND/OR ANY CONTENT, DATA, SOFTWARE, MATERIALS, INFORMATION, PRODUCTS, SERVICES AND/OR OPERATION OF THE PROGRAM OR THE WEBSITE ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THIS WEBSITE AND THE PROGRAM IS AT YOUR SOLE RISK. PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PROGRAM AND THE WEBSITE WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR VIRUS-FREE. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ON THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.
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8. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
9. You agree to indemnify, defend, hold harmless, and release the PROVIDERS and any merchants participating

in the rewards, including any rewards that, after receipt, may be lost, stolen, or destroyed, from any claims, liabilities, obligations, actions, or damages (including reasonable attorneys fees) arising out of any breach of the Program or these Terms and Conditions by You or by anyone using the Program or Your points, REWARDS POINT ACCOUNT, or OTHER Accounts. All participating merchants are in no way affiliated with or responsible for the Program administration.

10. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

11. The Program and these Terms and Conditions are subject to the laws of the State of New York, without any reference to its choice of law provisions.

### **Other Terms and Conditions**

See the following additional Program Terms and Conditions set forth in the attached links for products, travel, event tickets, activities, and gift cards. Any disclaimer of liability set forth in those additional Program Terms and Conditions shall also apply to the Operator of the Program described in these Terms and Conditions.

## Merchandise Return Policies & Process

You may return most new, unopened items within 30 days of receipt for full refund. There are some exceptions where returns are not allowed. We'll also pay the return shipping costs if the return is a result of our error (you received an incorrect or defective item etc.).

Items that are opened, used or returned more than 30 days after receipt will receive a partial refund.

Return processes are posted on the website and return instructions are printed on the packing slips.

Return Method	Process	Refund
Participant may elect to return the item via Amazon.com	Participant follows return process on Amazon.com  Participant prints return label and returns item(s)  Participant must have an email address to use this return method.	Participant will be issued via email an Amazon.com electronic certificate within 3 weeks of receipt of returned item  <b>No points are returned to participant program account activity</b>

For Returns to Amazon:

1. Visit the Amazon.com returns online returns center at:

<http://www.amazon.com/gp/css/returns/homepage.html>

2. Select the radial button: "I received the item as a gift"

3. The next page will ask for your order number - this can be found on the original packing slip that was included with your shipment.

Example Amazon Order ID: xxx-xxxxxxx-xxxxxx

4. Next, you will be prompted to select the items(s) being returned, the quantity, and provide a brief description for the return.

5. Next, you will be prompted to select a "refund" or "replacement". You must select the radial button for: "REFUND". (Replacements cannot be processed)

6. Next, the shipping method will be defaulted for you. Select it or the method you wish for your return.

7. Print the return label and follow the instructions for the return.

8. Allow up to four weeks from shipment time of the item(s) for the refund to be processed. An Amazon.com gift certificate will be emailed to you at the address you provided in the initial steps of the return process.

The return labels obtained from the returns center are valid only for returns shipped within the U.S. Each return mailing label is coded

for a specific shipment. Please do not include items from other orders, or other shipments from the same order, in the same box, or you will not receive the correct refund.

If you use this mailing label and the return is a result of our error (you received an incorrect or defective item, etc.), we'll pay the return shipping costs.

If you use this mailing label and your return is not the result of our error, the shipping cost of that returned item will be deducted from your refund. The amount deducted will be equivalent to our standard shipping cost for that item.

### **Items that are Non Returnable**

- Hazardous items that are gas-powered or contain flammable liquids. (These items will be identified "This item cannot be returned" on their product detail page.)
- Computer laptops and desktops more than 30 days after delivery.
- Any product missing the serial number or UPC
- Gift cards/certificate.
- Gourmet gift baskets.

### **Partial Refunds will be issued for the following items**

- Most items are returned more than 30 days after delivery that are not defective.
- Any item that has obvious signs of use but is not defective.
- Any opened laptop or desktop computer – a 15% restocking fee will apply if the item is not defective.
- Any CD, DVD, VHS tape, software, video game cassette tape, or vinyl record that has been opened/taken out of its plastic wrap. (If you discover that the item is defective after the package is opened, a full refund or replacement will still be granted.
- Any item not returned in the condition it was received.

### **Orders Returned After 30 Days**

- Orders that were delivered more than 30 days ago will not appear on the list of orders eligible for return to our returns center. Such an order will receive only a partial refund if you do choose to return it.

### **Product Specific Returns**

- Items may be returned within 30 days of receipt of shipment via Amazon.com. These items must be in new condition with all original packaging and accessories. We cannot accept returns of products missing the serial number or UPC; we will not issue refunds for such items.
- Some product lines have special restrictions or return policies. Review this page to find the returns policy for items in the various product lines listed.

<b>Video Music DVDs Books Computer Games Video Games Software</b>	<p>These items must be unopened and still in their plastic wrap.</p>
<b>Electronics</b>	<p>Upon delivery, please inspect your television carefully for damage while the shipper is still present. If you discover any damage, please refuse delivery and you will receive a refund. Your signature on our carrier's delivery receipt acknowledges that you understand our return policy.</p> <p>If you accept delivery and later find out that the television is not working properly, please check the paperwork that came with it to see if the problem is covered by a manufacturer's in-home service warranty. All televisions 27 inches or larger come with one.</p> <p>If you are unable to locate warranty information for a particular model, contact the manufacturer. (Information to help you do that is below.)</p>

<b>Outdoor Living Tools &amp; Hardware Kitchen</b>	<p>For safety reasons, items that use flammable liquids or gases cannot be returned. These items will say "This item cannot be returned" on their product detail page. Please contact the manufacturer directly for service, warranty, return, and refund information.</p>
<b>Apparel</b>	<p><b>Returning Swimwear</b> Please note that we will gladly accept returns swimwear that it is in its original condition with all tags and packaging intact.</p>
<b>Gourmet Food</b>	<p>We cannot accept returns on gourmet food items including candy, gift baskets, or any other specialty food items.</p>
<b>Health &amp; Personal Care</b>	<p>Items must be unopened and in new condition. We cannot accept returns of products that have special shipping restrictions imposed by the U.S. Department of Transportation. Make-up may be returned after it has been opened if the color of the product does not meet your expectations.</p>
<b>Jewelry &amp; Accessories</b>	<p>Jewelry items with a value of \$75 or more must be returned using a trackable USPS shipping method. Items valued more than \$500 must also be insured at the participant's expense.</p>
<b>Computers</b>	<p>Computers which have been opened are subject to a 15% restocking fee to be deducted from the total amount the customer is refunded. Computers <b>may not</b> be returned more than 30 days from the date of shipment receipt.</p>

## Television Manufacturer Contact Information

### Apex

(866) 427-3946

<http://www.apexdigitalinc.com>

### Daewoo

(800) 313-9668

<http://www.e-daewoo.com>

### JVC

(800) 537-5722

<http://www.jvcservice.com/accweb4/FJSvcLoc.asp>

### Olevia Televisions (Syntax)

1-888-SYNTAX-8

<http://www.syntaxgroups.com>

### Panasonic

(800) 211-7262

<http://panasonic.com/support/index.html>

### Philips

(800) 531-0039

<http://www.philipsusa.com>

e-mail: [philips.support@sitel.com](mailto:philips.support@sitel.com)

### RCA

(800) 336-1900

<http://www.rca.com/service/findlocalexpert>

[http://www.rca.com/Customer\\_Service/WarrantyInfo/0,,C1264,00.html](http://www.rca.com/Customer_Service/WarrantyInfo/0,,C1264,00.html)

### Sampo

(866) 726-7622

<http://www.sampoamericas.com>

### Samsung

(800) SAMSUNG

<http://www.samsungusa.com>

### Sharp

(800) BE-SHARP

<http://www.sharp-usa.com>

**Sylvania**

(800) 968-3429

<http://www.funai-corp.com/custserv.html>

**Toshiba**

(800) 631-3811

[http://www.tacp.com/customer\\_solutions.nsf/main](http://www.tacp.com/customer_solutions.nsf/main)

**Viewsonic**

(800) 888-8583

<http://www.viewsonic.com>

e-mail: [service.us@viewsonic.com](mailto:service.us@viewsonic.com)

**Zenith**

(877) 993-6484

<http://www.zenithservice.com/>

**Computer Manufacturer Contact Information****Acer**

- Desktops: 1-800-371-2237
- Laptops: 1-800-816-2237
- [http://www.acerpanam.com/synapse/homepage/view\\_public.cfm?edit\\_id=44&website=AcerPanAm.com/us](http://www.acerpanam.com/synapse/homepage/view_public.cfm?edit_id=44&website=AcerPanAm.com/us)

**Apple Computers**

- 1-800-275-2273
- <http://www.apple.com/support/>

**Averatec Computers**

- 1-877-462-3462
- <http://www.support.averatec.com/>

**Compaq Computers**

- 1-800-OK-COMPAQ
- <http://www.hp.com/country/us/en/support.html>

**HP Computers**

- 1-208-323-2551

- <http://www.hp.com/country/us/en/support.html>

#### **Medion Computers**

- 1-866-633-4660
- <http://www.medionusa.com/>

#### **Sony Computers**

- 1-888-4-SONY-PC
- <http://esupport.sony.com/>

#### **Toshiba Computers**

- 1-800-457-7777
- <http://www.toshiba.com/tai-new/Support.jsp>

**Travel Terms & Conditions** All redemptions from the Travel section are final. We are unable to process refunds, exchanges or cancellations.

**Flights** **Non-refundable and non-transferable**

**Hotels & Other Travel Products** **Non-refundable and non-transferable**

## Flights

- All airline purchases are **non-refundable and non-transferable**.
- Should you have any questions, contact the airline (operator) directly. All reservations must be made in the exact name of each person traveling. U.S. billing and delivery address, if applicable, are required. It is the customer's responsibility to review the final amount of reservation prior to ending the booking and making a purchase.

## Hotels and Other Travel Products

- Packages and tours containing an air component will be subject to policies regarding flights. Hotel requests for specific features (non-smoking, bedding) are not guaranteed by *Operator or Supplier*. Generally although not guaranteed, bedding in the U.S. and Canada hotels is as follows: Single consists of a room with one bed; Double consists of a room with either one large bed for two people or two single beds; and Triple/Quad consists of a room with two beds accommodating up to 3-4 people. Requests for rollaway beds and cribs may result in additional charges payable directly to the hotel. Star ratings are for informational purposes only and are not a guarantee or warranty of any kind by Operator. All content of this site is correct but it is subject to amendment without notice. *All content is published in good faith but Operator can not guarantee the accuracy of all information provided by suppliers*. Operator reserves to the right, in its sole discretion, to cancel any bookings made on this site for Groups and/or charge purchasers credit card for any additional fees and costs related thereto.
- Most advertised air inclusive package prices are per person, double occupancy and include room, air & all applicable taxes. Hotel only prices are per room including all taxes. Reservations depend on availability of travel products and are subject to confirmation upon payment. Rates do not apply to conventions, and customers using these rates in connection with attending a convention will be assessed additional surcharges and/or Operator may cancel the reservation. Air inclusive package prices include federal segment fees, airport passenger facilities charges (PFCs) of up to \$24 per person and September 11th Security Fee of up to \$10 per person. Mexico packages include foreign departure taxes, customs fees, immigration fees, airport improvement, agricultural and health fees of up \$90 per person. All rates/fees are subject to change without notice. Children rates apply only when sharing a room with two paying adults and/or subject to suppliers rules. Additional charges for cribs, rollaway beds, infant car seats and similar special request items will be the responsibility of the guest and will be paid directly to the hotel or rental car agency. Generally, children 15 and under may not travel alone and must be accompanied by an adult. Hotel check-in and other travel product age restrictions may apply. Rates do not include incidentals such as meals and beverages, shows, tours not specifically included in the package, tips, telephone calls, liquor, laundry or other items of a personal nature not otherwise specified in the quoted rates or which are excluded from the price. All personal charges must be paid at the time of service, prior to departure from the hotel, upon

return of the rental car, or as designated by supplier. A major credit card or cash deposit may be required upon check-in at the hotel and at time of car rental.

## **International Travel**

- U.S. Citizens are required to present at flight check-in a valid U.S. passport. Hospital certificates are not acceptable. Children under the age of 18 years old must present a valid U.S. passport or an original county or state-issued birth certificate or a certified copy of a county or state-issued birth certificate. Hospital certificates are not acceptable. A notarized letter of permission to carry the child outside U.S. borders is required from any legal parent or guardian not traveling with the child. In cases of divorce, the original custody papers verifying full custody to the traveling parent eliminates the need for a notarized letter. Non-US. Citizens may require specific documentation related to their citizenship including a valid passport and visas (requirements vary by country). Visas and other special documents are the responsibility of the traveler including all costs involved. We highly recommend all non-US. Citizens contact the United States State Department directly for documentation requirements required for your country of origin. U.S. citizens and non-U.S. citizens are responsible for obtaining current information regarding entry requirements and security.
- OPERATOR is an independent contractor which makes arrangements with third party suppliers for services and accommodations. OPERATOR is not an agent of the customer, or of other parties providing travel-related services. All travel documents are issued subject to the terms and conditions specified by such suppliers. Neither OPERATOR nor any of its agents or employees, shall be held liable for, and by accepting these documents customer waives any claim against all such parties for, a) any loss of or damage to property or injury to any person caused by reason of any defect, negligence, or other wrongful act of omission of, or any failure of performance of any kind by any other transportation company, supplier or supplier; b) any inconvenience, loss of enjoyment, mental distress or other similar matter; c) any delayed departure, missed connections, substitutions of accommodations, terminations of service, or changes in fares and rates; and d) any cancellation or double booking of reservations or tickets beyond the control of OPERATOR. In no event shall OPERATOR be responsible for any amount other than the lesser of the price paid by the customer for the booking minus any fees charged to Operator. . OPERATOR reserves the right to accept, decline, retain or remove any person as a member of the tour or package program at any time. All purchases are subject to these Terms and Conditions. Operator does not endorse any particular travel product.

## **Legal**

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- SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

**Event Tickets Terms & Conditions All Ticket redemptions are final. We are unable to process refunds, exchanges or cancellations.** Should the event be postponed, tickets will be honored for the rescheduled date.

### General

- This site acts as an intermediary between buyers and ticket brokers to facilitate the purchase and sale of event tickets and as such, is not directly involved in the actual ticket sale transaction between the buyers and ticket brokers. The following are the rules or Terms that govern use of the Web site ("Site") by you, the user of the Site (User). By using or visiting the Site, User expressly agrees to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. We reserve the right to change these Terms at any time, effective immediately upon posting on the Site.

### **Orders**

- Orders through this site will be fulfilled by one of our network of participating brokers. **All redemptions are final.** Since tickets are a one-of-a-kind item and not replaceable, **there are no refunds, exchanges or cancellations.** If an event is postponed, tickets will be honored for the rescheduled date. New tickets will not need to be issued. If an event is cancelled without a rescheduled date, User will be contacted by Fulfilling Broker regarding a refund. The Fulfilling Broker may require the User to return the supplied tickets at Users expense before receiving any refund User may be entitled to due to cancellation. Any shipping and handling charges are not refundable. When User receives tickets, User should keep them in a safe place. Please note that direct sunlight or heat may damage tickets.
- Occasionally tickets ordered may no longer be available at the price or in the quantity originally ordered at the time the order is received. If equivalent or better seat locations are available at the same price, and User has chosen to be automatically upgraded, the Fulfilling Broker will fill the order with the alternative seat locations. If User has not chosen to be automatically upgraded, a representative from the Fulfilling Broker may contact User to discuss alternative seat locations.

For certain events, tickets may not be available for immediate shipment. In this case, a representative from Fulfilling Broker will contact User with notification of an approximate shipping date. Tickets will be shipped when available.

## **Adventures/Activities Return Policy & Process**

**Activities are fulfilled by a variety of Suppliers, Tickets and Tour/Travel Operators**

**Unless otherwise stated, purchases/redemptions made through Activities on this site all are subject to these Terms & Conditions; in all booking arrangements, the person making the booking shall be deemed to have accepted these conditions on behalf of the persons named in the booking.**

### **Terms of Use**

- By using Activities, you agree to be legally bound by these terms, which shall take effect immediately.
- If you do not agree to be legally bound by all the following Terms & Conditions, please do not access, redeem for and/or use Activities.
- Activities Terms & Conditions may change at any time by posting changes online. Please review these Terms & Conditions regularly to ensure you are aware of any changes made. Your continued use of Activities, after changes are posted, means you agree to be legally bound by these terms as updated and/or amended.
- Your use of Activities is intended for personal, noncommercial use and/or to make legitimate requests to book the products or services offered.

### **Cancellations & Refunds**

**All redemptions/sales are final and no modifications/amendments or changes are allowed.**

- Activity suppliers do not allow changes once a booking has been made.
- It is not possible to change or modify a special event, theater or show ticket. Sales of these tickets are final and cannot be amended once your original purchase is confirmed.
- In case of emergency all other date-change requests and amendments are subject to review of the service providers and we cannot guarantee the success of any date-change request.
- In case of an emergency and a change is requested, if possible – additional fees may apply.
- All products, tickets, tours and services offered by Activities are valid as per the dates displayed in Activities. Program sponsor and suppliers are not responsible or liable for any information that they do not directly provide.

**Occasionally our suppliers and/or service providers make changes to tour dates, prices, inclusions, coverage, age requirements, etc. As a result, Activities suppliers reserve the right to cancel, change or substitute any service, tour, ticket or product that you have booked in Activities, at any time, for any reason.**

- In such cases, if you are dissatisfied with the alternatives offered, we will work to cancel your activity and then offer a refund of your redemption.
- Notwithstanding the above, when we are informed in advance by our service providers and/or suppliers of a significant

change to a booking and/or to a tour, product or event, we make every reasonable effort to notify the User as appropriate, in order to amend or re-issue the booking where feasible.

### **Pricing & Inclusions/Exclusions**

#### **Prices are per person, unless otherwise specified.**

- Prices are subject to change without notice, until a booking has been confirmed.
- Unless otherwise specified, prices do not include any local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger-facility charges or international transportation tax.
- Prices do not include tips/gratuities to tour directors, drivers or local guides; passport and visa fees; baggage and personal insurance; any items of a personal nature; and any beverages or food not specifically listed under "Inclusions" on the product pages.

#### **Activity Vouchers**

- You will receive a personalized Voucher for each tour, event or service booked. In order to access and print your Voucher(s), you will be provided access to a secure webpage that contains a link to your Voucher(s).
- You must provide the original, authentic Voucher to the appropriate service provider in order to redeem your tour, ticket, or package. Your reservation cannot be honored or redeemed without presenting a valid Voucher.
- For security purposes, when redeeming your Voucher you must present a valid Photo ID and sign the Voucher. This is for identification purposes and helps us to prevent fraud.

#### **Passports, Visas & Insurance**

- It is the responsibility of all passengers, regardless of nationality and destination, to check with the consulate of the country they are visiting for current entry requirements.
- As visa and health requirements are subject to change without notice, we recommend that you verify health and visa requirements with the appropriate consulate prior to departure.
- We strongly recommend that you purchase a comprehensive Travel Insurance Policy prior to departure. If you cancel your trip or significantly alter travel dates, many policies will reimburse the cost of cancellation fees and related expenses.

#### **Disclaimers & Limitations of Liability**

- Under no circumstances will your Activities Suppliers, agents, affiliates, service providers, suppliers, and/or distributors be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of Activities regardless of the form of action.

- Activities Suppliers, in making arrangements for hotels, tours, transportation or any service in connection with the itineraries of individual customers, shall not be liable for injury, damage, loss, accident, delay or irregularity, liability or expense to person or property due to act of default by any hotel, carrier or other company or person providing services included in the tours.
- Furthermore, Activities Suppliers, agents and operators accept no responsibility for any sickness, pilferage, labor disputes, machinery breakdown, government restraints, acts of war and/or terrorism, weather conditions, defect in any vehicle of transportation or for any misadventure or casualty or any other causes beyond their control.
- Activities Suppliers' content - including the information, names, images, pictures, logos, prices, dates, and availability regarding or relating to Activities Suppliers, service provider, operator and/or distribution partner – is provided "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

## **Gift Card Terms and Conditions**

Gift Cards issued pursuant to the UChoose Rewards Program ("Gift Cards") are subject to the UChoose Rewards Terms and Conditions located at [www.uchooserewards.com](http://www.uchooserewards.com) and the terms and conditions set by the issuing merchant. Additional information may be obtained from the issuing merchant or may be available at the issuing merchant's website.

Expiration policies and non-usage fees may apply to the extent allowed by law.

Gift Cards are not redeemable for cash. Gift Cards may not be exchanged or returned unless damaged or defective at the time of receipt. Gift Cards previously issued by a merchant that no longer accepts gift cards or is no longer in business may not be exchanged or returned.

Gift Cards that are lost, stolen, destroyed after receipt, used without the intended recipient's permission, or used in a manner inconsistent with any law will not be replaced.

Redemption of UChoose Rewards Points for a Gift Card constitutes acceptance of these terms and conditions.

Should a Gift Card not be delivered to the intended recipient within 14 days of the shipping date, please contact UChoose Rewards customer service at [service@uchooserewards.com](mailto:service@uchooserewards.com). Research will be conducted to determine the appropriate resolution, but in no event will a replacement Gift Card be issued more than 30 days after the original Gift Card shipping date.