

# Terms and Conditions of Use

## GetAway Voucher

- 01** Information on how to participate forms part of these Terms & Conditions. By participating, each person who has the legal right to redeem this GetAway Voucher ("Redeemer") agrees to be bound by these Terms & Conditions and must comply with these Terms & Conditions for a GetAway Voucher to be valid.
- 02** Each Redeemer must be an active Club Seacret member and in compliance with the Seacret membership Terms & Conditions, Policies & Procedures, and any other contractual agreement between the Redeemer and Seacret Direct, LLC, to be eligible to receive and use a GetAway Voucher code and at the time of booking.
- 03** Each Redeemer is entitled to one GetAway Voucher per qualifying event (gift with pack purchase, loyalty reward, promotions as specified specific to award of a Getaway) unless otherwise stated in the terms and conditions associated with the event. GetAway Vouchers are not transferable and are not redeemable for cash and cannot be combined with any other GetAway Vouchers or any other offer or discounts or promotions offered by Club Seacret or any other related business.
- 04** Each GetAway Voucher is identified by a unique code and is redeemable toward the vacation of your choice.
- 05** GetAway Vouchers are only applicable to vacations on the GetAway website.
- 06** To redeem your GetAway, the Redeemer enters or gives the code specified for the GetAway type chosen on the GetAway site. If the Redeemer fails to enter or give their GetAway code within the time specified, the purchase will not be eligible for discount.

Redeemer is responsible for any additional fees, such as upgrades, additional guests, travel to and from the destination, resort fees, tips and applicable port fees and government taxes, etc.

- 07 Expiration of each GetAway offer is based on the GetAway type chosen on the GetAway site. Redeemer can view the expiration specifics on their GetAway voucher.
- 08 Should a GetAway Voucher be deleted, lost, or otherwise irretrievable by the Redeemer, a replacement voucher shall cost the redeemer USD \$250.00.
- 09 A GetAway Voucher cannot be applied to bookings previously placed with Club Seacret.
- 10 Once a GetAway Voucher is claimed, the Redeemer shall concede the right to return any product for a refund as otherwise provided for in Section 10.1.5 of the Seacret Agent Agreement. Additionally, the Redeemer agrees Club Seacret shall be entitled to, and may assess against the Redeemer as liquidated damages and not by way of penalty, a sum of USD \$250 in the event Redeemer cancels the booking and/or their account at any time prior to the scheduled departure date of booking. This sum shall be assessed as a deduction from any refund requested for the canceled booking, or by any means as Club Seacret may otherwise recoup this sum via the Redeemer's Club Seacret membership and payment methods associated with that membership.
- 11 The GetAway Voucher may only be valid for specific dates or periods of the year, depending upon availability and rules for a specific GetAway. Furthermore, the GetAway Voucher is only good for the services and experiences provided for in that GetAway voucher. Redeemer is responsible for their own travel to and from their airport of departure and any necessary flights to destination location.
- 12 Club Seacret shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using the GetAway Voucher, except for any liability which cannot be excluded by law.
- 13 Club Seacret accepts no responsibility for late, lost or misdirected email or other communications. Club Seacret assumes no responsibility for any failure to receive a claim or for inaccurate information or for any loss, damage or injury as a result of technical problems, including security breaches. If such problems arise, then Club Seacret may modify, cancel, terminate or suspend the GetAway Voucher.

- 14** These Terms & Conditions are subject to Arizona law and to the jurisdiction of the courts of Arizona. The original English version of these Terms & Conditions may be translated into other languages. The translated version is a courtesy and office translation only and no rights can be derived from a translated version. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the English version and any other language version of these Terms & Conditions, the English language version to the extent permitted by law shall apply, prevail and be conclusive.
- 15** Club Seacret reserves the right to discontinue a GetAway Voucher at any time. Each GetAway may have unique terms and conditions such as booking availability, recurring stays, and additional fees. These terms are available on the GetAway site.

