

# DAILY GETAWAYS

Brought to you by U.S. Travel Association

## 2015 Daily Getaways Program Terms and Conditions

Note: The 2015 promotion has ended. For inquiries, please email us at [help@dailygetaways.com](mailto:help@dailygetaways.com)

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS (the "Agreement") FOR DAILY GETAWAYS (the "Program")

BY ACCESSING THE SITE LOCATED AT [www.dailygetaways.com](http://www.dailygetaways.com) (the "Program Website"). AND/OR PARTICIPATING IN THE PROGRAM, YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH U.S. TRAVEL ASSOCIATION ("UST, "we", "us" or "our") AND AGREE TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PROGRAM IS PROVIDED TO ONLY THOSE PARTICIPANTS (as defined below) WHO AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. **Eligibility** - The Program is available to all legal U.S. residents who are 18 years of age or older at the time of participation in the Program (the "Participant" or "you"). To be eligible to participate in the Program, Participants must comply with this Agreement and with any additional terms and conditions applicable to participation in the Program and/or or Merchant Offers (as defined below).
2. **Program Overview** - The Program Website will feature:
  - a. Offers for travel packages, travel products, coupons, points and other components available for purchase (the "Merchant Offers") provided by various travel industry merchants (each, a "Merchant") which will be available at designated times during the Program and are further described in Sections 4 and 5 below.
3. **Additional Terms Applicable to the Program** - In addition to this Agreement, your use of and access to the Program Website is governed by the UST Terms of Use available at <http://www.ustravel.org/about-us-travel/terms-of-use> and subject to the UST Privacy Policy available at <http://www.ustravel.org/about-us-travel/privacy-policy>

#### 4. Merchant Offers

Between March 23, 2015 and May 8, 2015, Merchant Offers will be available for purchase by Participants each weekday (excluding weekend days of Saturday and Sunday) beginning 1PM ET. You will have an opportunity to purchase the Merchant Offers when the offers go on-sale by clicking the "BUY NOW" button on the Program Website while Merchant Offer supplies last. Payment must be made immediately using a credit card. **Merchant Offers will be sold on a first-come, first-served basis. Inventory is limited.** Once a Merchant Offer is no longer available for purchase, a "Sold Out" banner will appear. If a Merchant Offer does not sell out on the day it goes on-sale, it will be available for purchase while supplies last (including weekend days of Saturday and Sunday). Merchant Offers are subject to change at any time at the sole discretion of UST.

By completing your transaction, you agree to the terms and conditions of the Program and the terms and conditions associated with each individual offer. For all offers, you agree that:

1. **All sales are final and non-transferable and all items are sold as-is. No refunds will be awarded to any offer sold in the Program.**
2. **Items purchased cannot be brokered, bartered, sold or altered in any way. Such offers will be voided, confiscated and/or canceled.**

You acknowledge and agree that all Merchant Offers are being sold directly to you by UST and the Merchant offering the Merchant Offers. You also acknowledge and agree that any transactions made by you through the Program are solely between you, UST, and the Merchant offering the Merchant Offers. You are solely responsible for any fees and charges that may be charged by UST and the Merchant.

Any tickets or materials for the Merchant Offers shall be provided to you by the Merchant.. If any Participant concerns or questions arise with a Merchant Offer, please contact the Merchant directly to report the problem, except as otherwise provided. If your question or concern is not fully resolved, please contact Program Customer Service by visiting <http://dailygetaways.ustravel.org/customerservice.aspx>.

### **1. Additional Terms and Disclaimers Applicable to All Merchant Offers**

- a. Merchant Offers will be selected by UST in its sole discretion and are subject to change at any time. Merchant Offers are non transferable. You are solely responsible for applicable taxes, including but not limited to sales tax, luxury tax, titling and licensing of vehicles, and any and all taxes associated with the Merchant Offers unless otherwise noted.
  - b. UST does not make any warranty on the Merchant Offers, either express or implied, and is not responsible for fulfillment of any applicable warranties or representations made by the Merchant. Participants may email Program customer service by clicking on the "Need Help?" link on the Program Website for general questions about the Program. For questions about individual orders or purchases after they have been made, please contact the Merchant directly. If your questions are not answered please contact UST by visiting the Need Help page. Merchant Offers are subject to all applicable federal, state and local laws and regulations. Void where prohibited.
2. **Availability** - The Program is available only at the Program Website and cannot be accessed by any other means. UST reserves the right to modify, suspend or terminate the Program, or suspend or cancel any transaction, or Merchant Offer if any suspected or actual fraud, technical failures or any other factor impairs the integrity or proper functioning of the Program, as determined by UST in its sole discretion. In the event the Program is modified, suspended or terminated, UST will provide notice thereof on the Program Website.
  3. **Fees** - UST does not charge any fees for participation in the Program.
  4. **Modification of Program and Terms** - UST may change or modify this Agreement, including Program features, from time to time by posting such change or modification on the Program Website. If you continue to participate in the Program following the effective date of such modification or change, you agree to such change and its applicability to you.
  5. **Privacy** - Any information provided to UST by you in connection with the Program (e.g., information submitted during registration) shall be governed by the UST Privacy Policy available at <http://www.ustravel.org/about-us-travel/privacy-policy>. You acknowledge and agree that we may use your first letter of your first name and the first letter of your last name, plus the state in which you reside (e.g., J.S. from Florida) for advertising and promotional purposes in connection with the Program or any future versions of the Program.

## 6. Unauthorized Access or Usage; Fraud Investigations; Violations.

- a. We have the right to interrupt, restrict or terminate your participation in the Program or your access to the Program without cause and without notice to you. You agree to immediately notify us if you suspect fraudulent or abusive activity. If you so notify us or we otherwise suspect fraudulent or abusive activity, you agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Your failure to cooperate or to use such measures will result in your liability for all fraudulent usage or abusive activity associated with your computer or other equipment you use to access the Program Website.
- b. UST reserves the right, at its sole discretion, to disqualify any individual suspected of tampering with any aspect of the Program or the Program Website or any other current or prior program made available by UST. UST also reserves the right, at its sole discretion, to disqualify any individual that it believes may tamper with the Program or the Program Website or that it believes to be acting in any manner deemed by UST in its sole discretion to be improper or disruptive or with intent to annoy, abuse, threaten, or harass any other person. **CAUTION: ANY ATTEMPT BY A USER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM AND/OR A SALE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, UST RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
- c. UST reserves the right, at its sole discretion, to disqualify any individual or Participant suspected of, or attempting to, tamper with any aspect of the Program or the channels through which it is made available (e.g. by attempting to disrupt the availability of Program or manipulate the results of a Merchant Offer through multiple, simultaneous browser connections).

## 7. DISCLAIMERS

- a. UST, its, agencies, sponsors and participating Merchants, and its service providers engaged to facilitate or administer the Program ("Service Providers"), and any internet service providers ("ISPs"), are not responsible for: (1) any incorrect or inaccurate information, whether caused by Participants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Program; (2) any transmission delays, interruptions, omissions, deletions, defects, delays or failures of any kind, including, but not limited to, system malfunctions, performance degradation, service interruptions, or disconnections or disruption in phone lines, network hardware or software or Internet connectivity; (3) unauthorized human intervention in any part of the purchase process or the Program; (4) computer, mechanical, technical, printing, typographical, technical or non-technical, or human or other errors or omissions which may occur in connection with the administration of the Program or the processing of the purchase requests or transactions; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Program or receipt or use or misuse of any product or offer, including, but not limited to the, Merchant Offers, or in connection with any products or services obtained in connection with the Program. You acknowledge that UST, agencies, sponsors, participating merchants, and Service Providers, and ISPs, shall not be liable to you if the Program is unavailable, interrupted or suspended for any reason. If the Program is not available, interrupted or suspended, you agree that your sole remedy shall be to terminate your participation in the Program.
- b. **UST AND ITS SPONSORS SPECIFICALLY DISCLAIM ANY RESPONSIBILITY FOR ANY SERVICE INTERRUPTIONS OR DAMAGE TO A PARTICIPANT'S COMPUTER HARDWARE OR SOFTWARE**

BY ACCESSING THE PROGRAM WEBSITE, PROMOTION OFFERS, MERCHANT OFFERS, TRANSACTIONS, FEATURED PRODUCTS, AND GOODS AND SERVICES ADVERTISED IN CONJUNCTION WITH ANY PROMOTION OFFERS. YOU AGREE THAT YOUR PARTICIPATION IN THE PROGRAM, ACCESS TO THE PROGRAM WEBSITE, AND USE OF ANY PRODUCTS OR MERCHANT OFFERS OBTAINED IN CONNECTION WITH THE PROGRAM ARE AT YOUR SOLE RISK. THE PROGRAM AND THE PROGRAM WEBSITE ARE PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. UST AND ITS SPONSORS SPECIFICALLY DISCLAIM ANY WARRANTY REGARDING ANY GOODS AND SERVICES ADVERTISED IN CONJUNCTION WITH THE PROGRAM, AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8. Limitation of Liability** - Participants agree to be bound by the terms of this Agreement, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns (the "Releasing Parties"), release, defend and hold harmless UST and its, agencies, sponsors, participating merchants, and Service Providers, and ISPs, as well as the employees, officers, directors and agents of each (the "Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against the Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from the Participant's participation in the Program. Participants assume all liability for any injury, including, but not limited to, death or damage caused or claimed to be caused, by participation in the Program or use of any product, service, or offer purchased or received in the Program.

**9. Hardware, Equipment & Service Requirements**

- a. You must have access to the Internet to fully participate in the Program and you (and not UST) are solely responsible for, without limitation, obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to so participate in the Program and access and use the Program Website and any other platform upon which the Program is offered, and paying all fees related thereto.
- b. In order to print this Agreement and any other notices from UST, you must have a personal computer equipped with a 128-bit JavaScript-enabled browser and internet access and connected printer.
- c. By participating in the Program, you acknowledge that technical processing and transmission of information to and from the Program Website, including the information you may enter, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

**10. Governing Law** - The Program and this Agreement shall be governed by and interpreted under the laws of the State of Delaware without regard to its conflicts of laws provisions.

**11. Alternative Dispute Resolution** - Participants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with the Program or this Agreement shall be resolved, upon the election by the Participant or UST, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. IF ARBITRATION IS CHOSEN

BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER UST NOR PARTICIPANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATORS DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT THE PARTICIPANT WOULD HAVE IF THE PARTICIPANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED. The arbitrator's authority to resolve Claims is limited to Claims between UST and the Participant alone, and the arbitrators' authority to make awards is limited to awards to UST and the Participant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement and without waiving either party's right to appeal such decision, should any portion of this provision be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply.

**12. Assignability** - We may assign or delegate all or part of UST's rights or duties under this Agreement without such assignment or delegation being considered a change to this Agreement, and without notice to you. You may not assign this Agreement, or delegate any of your duties hereunder, without UST's prior written consent, and any assignment or delegation by you in breach of the terms hereof shall be null and void ab initio.

**13. Severability and Waiver** - This Agreement represents the entire understanding between you and UST with respect to the Program, and may only be amended as described in this Agreement. No waiver by us of any breach of any term or condition of this Agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this Agreement. If any part of this Agreement is found to be void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. The failure to enforce any term of this Agreement on one occasion shall not prevent enforcement on any other occasion or the enforcement of any other term. Headings and captions shall not be considered included for purposes of interpretation or application hereof, but are for convenience only.