

## Vacation Packages Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. These Vacation Packages Terms and Conditions (“**Vacation Packages Terms**”) apply to the sale of hotel stay, airfare, local deals, rental cars, and any other travel related services displayed by Travelzoo (“**Travelzoo**”) in partnership with BF International Travel AG (“**BF**”, and together with Travelzoo, “**we**”, “**us**” or “**our**”), where Travelzoo is the advertiser, BF is the tour operator and travel organizer, and the third party travel providers (each, a “**Travel Provider**”) are the actual providers of the services, facilities or travel arrangements (which are bundled together and referred to herein as “**Vacation Packages**”).

These Vacation Packages Terms, together with the Privacy Policy, <https://www.travelzoo.com/privacy/> (“**Privacy Policy**”), and Travelzoo’s general terms and conditions, <https://www.travelzoo.com/terms-and-conditions/> (“**General Terms**”), are collectively referred to as the “**Terms and Conditions**,” and set out the terms by which Travelzoo provides travel, local and entertainment deals to its members through Travelzoo’s website ([www.travelzoo.com](http://www.travelzoo.com)) (the “**Site**”), over the telephone, on any app we release, on our various publications or otherwise (the “**Services**”).

By setting up an account, becoming a Travelzoo member or otherwise using or accessing the Services, you (i) represent and warrant that you are at least eighteen (18) years of age and (ii) agree to be bound by the Terms and Conditions (including, without limitation, the General Terms, these Vacation Packages Terms and the Privacy Policy). If you do not agree to our Terms and Conditions, please do not use the Services or make a booking. These Vacation Package Terms may be changed by us in the future without further notice. Your continued use of this Site after any such changes constitutes your acceptance of the new or modified terms.

Travelzoo and BF do not own or directly provide any of the services, facilities or travel arrangements which make up your Vacation Packages. These are provided by Travel Providers, which are independent companies and we are not responsible for their acts or omissions or any products or services supplied by them. Please review the terms and conditions of the Travel Providers as they will apply to you should you make a booking with a Travel Provider.

In connection with the booking of any of our Vacation Packages, you agree that:

- a. you have read the Terms and Conditions and have the authority to, and do agree to, be bound by such Terms and Conditions;
- b. to the extent we need to contact you, we may do so via any electronic means, including but not limited to, communications posted on the Site, electronic mail, text message or by telephone;
- c. you consent to our use of personal data in accordance with our Privacy Policy and are authorized on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements); and
- d. you accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Persons under the age of 18 are not eligible to register for, purchase, cancel or modify any Services available on this Site. By using this Site or the Services, you warrant that you possess the legal authority to create a binding legal obligation.

### **1. Booking and Paying for your Vacation Packages**

A booking is made with us when a) you tell us that you would like to accept our written or verbal offer by clicking through the prompts on the Site or speaking with a customer service agent; b) you pay us full payment; and c) we issue you with a booking confirmation. We reserve the right to return your payment and decline to issue a confirmation at any time and in our absolute discretion.

Upon booking a package vacation, you are required to pay the entire price by either:

- credit card; or
- debit card

If your booking is not confirmed, we will promptly notify you and will refund you for the amount paid for your booking. The amount refunded to you will be refunded to the credit card or debit card used by you when making your booking.

Upon receipt of our confirmation, if you believe that any details are wrong, you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document.

If we do not receive the balance of your chosen arrangements in full and on time, we reserve the right to treat your booking as cancelled by you in accordance with clause 6 below.

### **2. Accuracy**

We endeavor to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

All bookings for Vacation Packages are subject to availability at the time of booking. We try hard to make sure that our advertisements are kept up to date, but do not guarantee that any of the Vacation Packages we advertise will still be available at the time of booking.

The booking process on the Service allows you to check and amend any errors before submitting your booking for a Vacation Package. Please take the time to read and check your booking at each stage of the booking process.

### **3. Insurance**

We strongly recommend that you purchase insurance in case of trip cancellation and medical problems, as well as medical evacuation insurance if you are traveling abroad. Any questions about what travel

insurance does or does not cover should be addressed directly to the travel insurance company. If you decline insurance coverage, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation. For example, you will suffer a loss if: (i) your flight has been cancelled and your hotel and tours are non-refundable; (ii) you need to cancel your trip due to illness; (iii) a natural disaster occurs (such as, but not limited to, a hurricane, flood, volcano or earthquake) while traveling and you are stranded; (iv) a terrorist incident or threat occurs at the destination you planned on visiting; (v) you have a medical emergency in a foreign country and need medical attention or evacuation; (vi) your bags are lost and your medication is in them, and you need to have an emergency prescription filled; or (vii) your passport and wallet are stolen, and you need emergency cash and a replacement passport. When purchasing travel insurance, please read carefully the terms of the provider to understand fully what is covered.

#### **4. Pricing**

For trips outside the US, the price of your travel arrangements has been calculated using current exchange rates.

**We reserve the right to amend the price of unsold trips at any time to correct errors in the prices of any components in the Vacation Packages. We also reserve the right, to the fullest extent permitted by law, to increase the price of confirmed Vacation Packages to allow for increases which are a direct consequence of changes in:**

- i. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- ii. the level of, taxes or fees applicable to the trip imposed by third parties not directly involved in the performance of the trip, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;
- iii. the exchange rates relevant to the package; and
- iv. cost changes which are part of our contracts with Travel Providers.

However, after you have paid in full, airfares and packages with airfare components will not be increased except for supplemental price increases imposed by governments, and you hereby consent to any such price increases.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed trip (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another trip if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice.

In any event, there will be no increase in the price of your confirmed arrangements within 20 days of your departure, nor will refunds be paid during this period.

## 5. Cutting Your Trip Short

If you cut short your trip and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your trip not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer coverage for curtailment.

## 6. Cancellation Policy

You acknowledge that we pre-negotiate rates with Travel Providers to facilitate the booking of reservations and provide you the deal price of the vacation package. Unless expressly noted otherwise, **all vacation packages are non-cancelable, non-transferable and non-changeable and no refunds are allowed.** If you or any member of your party decides to cancel your confirmed booking, you must notify us in writing. If a vacation package, or any part thereof, is cancelled after the time of booking, we cannot guarantee a refund for any of the amounts paid by you. We therefore strongly recommend that you purchase appropriate insurance in case of trip cancellation as set forth in clause 3.

If you wish to change or modify any part of your booked arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. While we will do our best to assist, we cannot guarantee that the Travel Provider will be able to meet your requested change. You acknowledge that there are Travel Providers, not us, offering the services and/or activities that you are booking. While we will assist you with the Travel Providers should you request a change, we cannot guarantee that your change will be made or that the Travel Providers will provide any credit or refund. Where the Travel Provider can meet a request, all changes will be subject to payment of an administration fee of \$60 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our Travel Providers. You agree to pay any cancellation or change fees that you incur. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you in accordance with this clause.

**Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a charge of up to 100% of that part of the arrangements plus any applicable rate changes, fees or extra costs.**

## 7. If We Change or Cancel

As we plan your trip arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make an insignificant change to your trip, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure, but we will have no liability to you. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, or

changes of carriers. Please note that carriers such as airlines used in our advertising material may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away
- A change of outward departure time or overall length of your arrangements by more than twelve hours.
- A significant change to your itinerary, missing out one or more destination entirely.
- A change of departure airport except between airports in the same metro area.

Cancellation: We will not cancel your travel arrangements less than 30 days before your departure date, except for reasons of force majeure (as defined in clause 9) or failure by you to pay the final balance.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

1. (for significant changes) accepting the changed arrangements;
2. accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## **8. Our Responsibility for the Performance of your Vacation Package**

Travelzoo and BF do not own or provide any of the services, facilities or travel arrangements which make up your Vacation Package. These are provided by third party Travel Providers. Our role is to exercise reasonable skill and care in making your booking and arrangements for the Travel Providers to provide the services, facilities and travel arrangements to you.

## **9. Force Majeure**

Except where otherwise expressly stated in these Vacation Packages Terms, we will not be liable or pay you compensation or a refund if our contractual obligations to you are affected by "Force Majeure". Force Majeure means any event beyond our or our Travel Providers' reasonable control. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or acts of God (including, but not limited to, natural disasters such as floods, hurricanes, earthquakes, or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination), the act of any government or other national or local authority including port or river authorities, industrial dispute, labor dispute, lock closure, natural or nuclear disaster, fire, chemical or biological, unavoidable technical problems with transport and all similar events outside our or the Travel Provider's control.

## **10. Special Requests**

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing with us and also confirm with the Travel Provider. While every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the Travel Provider is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

## **11. Disabilities and Medical Problems**

We are not a disabled trip specialist, but we will work with our Travel Providers to take reasonable measures to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the trip. If we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable charges when we become aware of these details.

## **12. Complaints**

We make every effort to ensure that your arrangements run smoothly, but if you do have a problem during your trip, please inform the relevant Travel Provider immediately, who will endeavor to solve the problem. If your complaint is not resolved locally, please contact us on **+1 435-222-2840**. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at BF International Travel AG, Sägereistrasse 20, CH-8152, Glattbrugg, Switzerland or by e-mail to [packages@travelzoo.com](mailto:packages@travelzoo.com) within 28 days of the end of your trip, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable Travel Provider's ability to investigate your complaint.

### **13. Our Liability**

We act only in the capacity of agent for the Travel Providers, such as airlines, hotels and other lodging providers, local hosts, sightseeing tour operators, bus lines, car rental companies, driving services, restaurants, providers of entertainment and other travel related services bundled in the Vacation Packages. We provide your payment to each such Travel Provider on the schedules required by them, typically at point of booking for airlines and point of departure for hotels. We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any act or omission of any of the Travel Providers. You assume full and complete responsibility for all risks of travel and for complying with all laws of the countries in the itinerary.

We have no special knowledge regarding the financial condition of the Travel Providers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at foreign destinations, go to the State Department's travel website at [www.travel.state.gov](http://www.travel.state.gov), click on "Find International Travel Information", and then enter your destination country in the box under "Learn about your destination". For health hazards, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or [www.cdc.gov/travel](http://www.cdc.gov/travel).

**IN NO EVENT WILL TRAVELZOO, BF, OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES AND AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ANY OTHER PARTY INVOLVED IN SOURCING OR ORGANIZING ANY SERVICES RELATED TO VACATION PACKAGES (COLLECTIVELY, THE "COVERED PARTIES"), BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE VACATION PACKAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, USE, DATA, OR OTHER INTANGIBLES. IF, NOTWITHSTANDING THE ABOVE, A COVERED PARTY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE, YOU AGREE THE TOTAL AGGREGATE LIABILITY OF ANY SUCH PARTY WILL IN NO EVENT EXCEED THE TOTAL TRIP PRICE SET FORTH IN YOUR CONFIRMATION.**

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above may not apply to you. In such jurisdictions, liability is limited to the fullest extent permitted by law. In addition, to the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Site or the Services within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

### **14. Your Behavior**

All of our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of any other person in authority, your behavior or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination, our liability to you and/or your party will cease, and you

and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made, and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the Travel Provider (which payment to any hotel, if applicable, to be made prior to your departure from the hotel). If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behavior of other guests or individuals who have no connection with your booking arrangements or with us. You agree to indemnify and hold harmless the Covered Parties (defined above) from and against any claims, causes of action, demands, threats, losses, fines, penalties, damages or other costs or expenses of any kind or nature (including attorneys' fees, expert fees and accounting fees) made or incurred or brought arising out of or relating to (i) your conduct, (ii) your breach of the Terms and Conditions or the documents referenced therein, or (iii) your violation of any law or the rights of a third party.

#### **15. Excursions**

Excursions or other tours that you may choose to book or pay for while you are taking part in your trip are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

#### **16. Passport, Visa and Immigration Requirements and Health Formalities**

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary and to ensure that you meet foreign entry requirements. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change, and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information, go to the State Department's travel website at [www.travel.state.gov](http://www.travel.state.gov), click on "Find International Travel Information", and then enter your destination country in the box under "Learn about your destination".

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. We shall not be liable for damages or losses that may result from travel to such destinations. We urge passengers to review travel prohibitions, warnings, announcements and advisories issued by the United States Government and the aviation administration prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be

found at [www.state.gov](http://www.state.gov), [www.tsa.gov](http://www.tsa.gov), [www.dot.gov](http://www.dot.gov), [www.faa.gov](http://www.faa.gov), [www.cdc.gov](http://www.cdc.gov), [www.treas.gov/ofac](http://www.treas.gov/ofac) and [www.customs.gov](http://www.customs.gov).

For medical information about your destination, we recommend contacting the Centers for Disease Control at (877) FYI-TRIP or go to <http://www.cdc.gov/travel>.

We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

### **17. Conditions of Travel Providers**

Many of the services which make up your trip are provided by independent suppliers (Travel Providers). Those Travel Providers provide these services in accordance with their own terms and conditions, and we are not liable for the acts or omissions of the Travel Providers. Some of these terms and conditions may limit or exclude the Travel Provider's liability to you. Copies of the relevant parts of these terms and conditions are available on written request from us or the Travel Provider concerned.

### **18. Prompt Assistance**

If, while you are on trip, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any Travel Provider, supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Terms and Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorization before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

### **19. Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party miss your flight or other transport arrangement, it is canceled, or you are subject to a delay of over 3 hours for any reason, please contact us and the Travel Provider concerned immediately.

Under European Union (EU) law, for flights by EU airlines, or for flights by other airlines departing from a point in the EU, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicized at EU airports and will also be available from airlines. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your trip price from us. A delay or

cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We will inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be sent to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been sent, we will contact you as soon as we can to let you know.

A number of Governments are introducing new requirements for air carriers to provide personal information about all travelers on their aircraft to the Authorities before the aircraft departs. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our Privacy Policy.

## **20. Governing Law and Arbitration**

**To the fullest extent permitted by law, the Terms and Conditions (which include the General Terms, Vacation Packages Terms and Privacy Policy), and the provision of our Services shall be governed by and construed in accordance with New York law. By using this Site or our Services, you agree that any and all disputes, claims or controversies that you may have against Travelzoo, BF or any of the Covered Parties (defined above) arising out of or relating to or connected in any way to (i) your use of this Site (ii) any Services obtained from or provided by Travelzoo or BF and/or (iii) the Terms and Conditions (including the interpretation and scope of this clause and the arbitrability of the dispute), shall be resolved exclusively by mandatory, binding arbitration initiated through and administered by the American Arbitration Association ("AAA").**

**You further agree that arbitration will be conducted by a single arbitrator pursuant to the applicable Rules and Procedures established by AAA, and that any arbitration proceeding, if necessary, will be held in New York, New York or at such other location as may be mutually agreed upon by us and you. Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitrator shall apply New York law consistent with the Federal Arbitration Act and shall honor claims of privilege recognized at law. In order to initiate arbitration with the AAA, you may be responsible for paying a filing fee to the AAA, however, in the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Travelzoo will reimburse as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.**

**There will be no right or authority for any claims to be arbitrated on a class action or representative basis. You understand and agree that, by accepting these terms and conditions, you and us (and any Covered Party) are each waiving the right to a trial by jury or to participate in a class action with respect to the claims covered by this mandatory arbitration provision. You are thus giving up your right to go to court to assert or defend your rights. For the avoidance of doubt, your rights will be determined by a neutral arbitrator, and not a judge or jury.**

**All agree that all claims you bring against us must be resolved in accordance with this arbitration provision. You agree to present any claims against us or any Covered Person within 28 days after the trip ends and to request arbitration within one year of the incident, and you acknowledge, to the extent permitted by law, that this expressly limits the applicable statute of limitations to one year. All claims filed or brought by you contrary to this provision will be considered improperly filed and void. Should you file a claim contrary to this arbitration provision, we will notify you in writing of the improperly filed claim, and you must promptly withdraw the claim. If you fail to promptly withdraw the claim after receiving written notice from us, we may seek to recover our reasonable attorneys' fees and costs incurred to enforce this arbitration provision.**

**If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision was not contained herein.**

## **21. Disclaimer of Warranties**

YOU UNDERSTAND AND AGREE THAT THIS SITE AND THE INFORMATION, SERVICES, PRODUCTS AND MATERIALS AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, TRAVELZOO, BF AND EACH OF THEIR RESPECTIVE AFFILIATES AND COVERED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY TRAVELZOO, BF OR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROVIDERS, MERCHANTS, SPONSORS, LICENSORS OR THE LIKE SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

YOU EXPRESSLY AGREE THAT USE OF THIS SITE, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SITE, IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS OR YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, DATA AND/OR SOFTWARE.

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## **23. Registrations**

Seller of Travel: BF International Travel AG dba Bedfinder is a registered seller of travel in the states listed below:

California registration number: 2136970-50

CST 2136970-50. This Seller of Travel is not a participant in the California Travel Consumer Restitution Fund. California law requires certain sellers of travel to have a trust account or bond. This business has a bond issued by SureTec Insurance Company in the amount of \$5,000.00.

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