CLUBSEACRET



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 contractural 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 qualified purchase. 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 GetAway Voucher number and authorization code and is redeemable toward the vacation of your choice.
- **05** GetAway Vouchers are only applicable to purchases on the GetAwayWithClubSeacret website.
- 06 To redeem the GetAway Voucher code, the Redeemer types the GetAway Voucher code into the promotional box in the booking field of the GetAwayWithClubSeacret website and the relevant discount will be automatically deducted from the final price of the qualifying purchase. If the

Redeemer fails to enter the GetAway Voucher code at the time of purchase as specified, the purchase will not be eligible for the discount. Discounts may not be claimed after confirmation of a Redeemer's purchase on the GetAwayWithClubSeacret website.

- 07 Each GetAway Voucher code is valid for a limited time only and expires 30 days from the date of issuance specified on the GetAway Voucher available to the Redeemer in their back office.
- **08** Should a GetAway Voucher be deleted, lost, or otherwise irretrievable by the Redeemer, a replacement voucher shall cost Redeemer USD \$195.00.
- **09** A GetAway Voucher cannot be applied to bookings previously placed with Club Seacret.
- 10 Once a GetAway Voucher is claimed, the Redeemer shall forego 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 \$195 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 not necessarily be valid for all periods of the year for any 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.

