

TEN LIFESTYLE GROUP PLC TRAVEL SERVICES

Terms and Conditions

1. [Introduction](#)
2. [Changes to the Site Terms and Conditions](#)
3. [Travel Related Provisions](#)
4. [Additional Travel Information and Terms](#)
5. [Hotel Stay Guarantee](#)
6. [Lowest Hotel Rate Guarantee](#)
7. [Cancellations](#)
8. [How to Contact Us](#)
9. [Package Revisions](#)
10. [Car Rental Rules](#)
11. [Hotel Rules](#)
12. [Airline Rules](#)
13. [Responsibilities: Customers](#)
14. [Responsibilities: Ten](#)
15. [Responsibilities: Air Carriers](#)
16. [Complaints](#)
17. [Seller of Travel Information](#)
18. [Important Notice](#)
19. [Additional General Program and Website Terms](#)
20. [Third Party Supplier and Third Party Suppliers' Offers](#)
21. [Sweepstakes/Offer](#)
22. [Intellectual Property Rights](#)
23. [Right to Use Site Content](#)
24. [Copyright Complaints](#)
25. [Interactive Forums and Groups and Feedback: User Submissions and Conduct](#)
26. [Ownership and Use of User Submissions](#)
27. [Submissions, Feedback or Satisfaction Surveys](#)
28. [Third Party Content and Links to Other Web Sites](#)
29. [Privacy Statement](#)
30. [Indemnification](#)
31. [Disclaimer of Warranties](#)
32. [Disclaimer of Damages and Limitation of Liability](#)
33. [Disclaimer by Mastercard](#)
34. [Miscellaneous](#)

1. INTRODUCTION

The Mastercard Travel & Lifestyle Services program (the "Program"), including the Program website (the "Site") is provided by Ten Lifestyle Group PLC. ("Ten"). No travel bookings are being made by Mastercard International Incorporated or its affiliates ("Mastercard"), nor is Mastercard acting as a travel agency or providing any travel consultation or advice, in connection with the Program. Any travel or other services purchased by you in connection with the Program will be pursuant to a contract between you and Ten, and not Mastercard. If you

have a World Elite Mastercard or World Mastercard you are likely to have access to the Program. There are some exceptions, and additionally other card types that are eligible. To confirm eligibility, contact your issuing bank, or contact Ten who can check for you if your card type enables you to use the Program.

Ten may engage certain local travel agencies to act solely in the capacity of agent for Third Party Suppliers of air, hotel, car and other travel-related products and services ("Third Party Suppliers") to provide customers of the Program ("You") with the ability to purchase airline tickets, hotel accommodation, car rentals and other travel-related products and services. Ten, Third Party Suppliers and Mastercard, together with their parent companies, subsidiaries, affiliates and suppliers, and their respective officers, directors, employees, representatives, agents, representatives and licensors, shall be referred to collectively herein as the "Covered Parties".

By accessing and using the Site or the Program, you accept and agree to the following terms and conditions use ("Terms and Conditions ") without limitation or qualification.

These Terms and Conditions govern your use of this Program and any of the services or products made available through this Site and describe your responsibilities regarding such services or products. By using the Program and any of the services or products made available through this Site, you agree and warrant that:

- You are an individual who: (a) is at least 18 years of age, or alternatively, at least the age of majority in your national or local jurisdiction of legal residence (whichever is greater), and possesses the legal authority to enter into this agreement; and (b) is a legal resident of a country where this Program is being offered;
- All information supplied by You using this Program is true and accurate; You have read, understood and accepted these Terms and Conditions; and
- You have read, understood and accepted this [Privacy Statement](#).

Ten is open 24 hours a day, 7 days a week, every day of the year.

TEN HEREBY DECLARES AND YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE TRAVEL SERVICES ARE PROVIDED BY TEN OR A TEN DESIGNATED TRAVEL AGENT WHICH IS AN INDEPENDENT TRAVEL AGENT DULY REGISTERED IN YOUR HOME COUNTRY AND IS NOT AN AFFILIATE, REPRESENTATIVE OR AGENT OF TEN. TEN HEREBY WAIVES ALL LIABILITIES, DIRECT OR INDIRECT, RELATED TO THE TRAVEL SERVICES AS PROVIDED BY A DESIGNATED TRAVEL AGENT, WHO WILL BE SOLELY LIABLE FOR ANY DAMAGES RESULTING FROM SUCH SERVICES.

2. CHANGES TO THE SITE AND TERMS AND CONDITIONS

Ten reserves the right to change or modify content, materials or information appearing on or in connection with this Site, including, but not limited to, these Terms and Conditions, at any time without notice to you. Ten may at any time revise the Site, including, but not limited to, these Terms and Conditions by updating the Site including, as applicable, these Terms and Conditions. You are bound by such revisions and should therefore visit these pages to review the current Terms and Conditions from time to time. All benefits and offers on the Site are subject to availability and are subject to change or cancellation without notice. Additionally, Ten may discontinue the Site and any services in connection with the Site, or a portion thereof, at any time in its sole discretion without notice to you.

3. TRAVEL RELATED PROVISIONS

You agree that:

- You are responsible for any error in the accuracy of information that You provide in connection with this Program;
- You are responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Program. Charges from this Program will appear on the monthly payment card statements for the Mastercard card you provide to the Program;
- Rates for Air, Hotel and/or car rentals include all taxes, service charges or other additional fees due at booking);
- Airfare prices are not guaranteed until flights are ticketed. Airfare fees that may apply after the initial ticket purchase – including, but not limited to, (i) airline fees for itinerary changes or cancellations, (ii) after-purchase upgrades, including preferred or priority seat assignments, (iii) checked baggage fees, or (iv) in-flight food and beverage – are not included in the advertised rates and will be your responsibility. Post-booking fees and charges vary and are determined by the airline carrier, and can vary by airline.
- Additional charges, taxes, and fees may apply at the time of rental or check-in and will be billed at that time directly to you; Car rental companies will require a payment card at the time you pick up the vehicle;
- You will only use the Program to purchase travel for legitimate travel reservations and/or tickets for You or for another person for whom You are legally authorized to act.; and
- You will inform any other individuals for whom You purchase reservations and/or tickets of these Terms and Conditions; and You agree to all terms and conditions of purchase imposed by Ten and the other Covered Parties.
- Bookings and transactions require the use of a valid Mastercard card or Masterpass (where available).
- Ten does not provide or source financial services advice or medical advice at any time.
- Unless otherwise stated, when you make a request for services from a Third Party Supplier through the Program, Ten will act as your agent and you will enter into a contract directly with the Third Party Supplier for the provision of the services and you will be bound by the Third Party Supplier's terms and conditions (including their cancellation terms), which will be made available to you before you complete your booking.

All policies and procedures are subject to change at any time at Ten's sole discretion (as applicable) without notice.

All prices are based on rates in effect at the time of booking and are subject to change without notice. As the transaction will be processed in the stated currency, additional currency conversion, foreign transaction and other similar fees may apply depending on your place of booking. Please contact your bank for more information on these fees prior to booking if you have any questions or concerns.

Travel benefits may not be combinable with a travel service provider's other offers. Certain travel benefits are not available for certain types of cards.

- **AIRLINE TICKETS & POLICIES** All airline tickets are subject to the published contract of carriage and rules of the airline carrier on which you will travel. The contract of carriage in use by the applicable airline shall be between the applicable airline and the passenger only. The Covered Parties assume no responsibility in the determination and application of the terms and conditions applicable to this contract of carriage. A Third Party Supplier that

- is an air carrier is required to make available to the public the terms of its contract of carriage, and we make available the fare rules for all air carrier tickets before booking.
- The circumvention of an air carrier's rules, including practices such as back-to-back ticketing (booking two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city ticketing (booking tickets including segments which the booker does not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. The use of prohibited ticketing practices may result in the air carrier taking actions including the cancellation of the ticket, denied boarding, revocation of frequent flier miles and other benefits, additional charges to the booker's payment card, additional charges collected at the airport, or future invoicing.
 - Ten and the other Covered Parties maintain no control over the personnel, equipment or operations of any airline. Ten and the other Covered Parties do not guarantee or insure the services provided by any Third Party Supplier of air travel and will not be responsible or liable for any act, error, omission, injury, loss, accident, damage, delay, non-performance, inconvenience, overbooking, irregularity or any consequences there from, which may be occasioned through the neglect or default, or any other action or inaction by any Third Party Supplier.
 - You agree to abide by the terms and conditions imposed by any Third Party Supplier with whom you elect to deal and you understand that failure to do so may result in cancellation of your reservation(s) and your being denied access to any flights, and any costs incurred by a Covered Party as a result of such violation. Ten and the other Covered Parties are not responsible for any such action by air carriers due to your failure to abide by such air carrier's rules.
 - Neither Ten nor the other Covered Parties, nor any provider of air traffic data makes any promises or guarantees as to the accuracy, completeness, or adequacy of any delay or other air traffic management information on this site, and expressly disclaims liability for any errors and omissions.
 - Travel reservations are subject to the rules of each Third Party Supplier on your itinerary. A valid passport is required when traveling internationally. For international travel, please check with your consulate in the destination country for visa travel requirements.

Electronic documents such as e-confirmations and e-documents will be provided to the email address given by You at the time of booking. Ten and the other Covered Parties are not responsible for any change in the contact information provided by You at the time of booking.

4. ADDITIONAL TRAVEL INFORMATION AND TERMS

A government issued picture ID is required for all domestic travel. Additional identification such as a passport, visa and certain health requirements may be required for international travel. The name on the airline reservation must match exactly the name as it appears on the government issued ID. For international travel requirements, contact the embassy/consulate of the country to which you are travelling, to determine entry documentation and other requirements, such as immunizations that must be satisfied by You, including return entry into your home country. It is your responsibility to obtain proper travel identification and satisfy all other requirements for the destination. Carriers cannot board any passenger who fails to carry required documents. Passenger identification must match the name on the airline reservation or ticket(s). Some airlines may require You to show the payment card used as payment for your ticket(s).

Minors under the age of 18 or age of majority in your country who are traveling with only one parent may be required to have additional documentation. Please contact your airline or the embassy/consulate of the country to which you are traveling for additional information.

The Covered Parties have no special knowledge regarding the suitability for disabled persons for any travel itinerary. The Covered Parties also have no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel.

For information concerning possible dangers at international destinations, we recommend contacting your government's agency responsible for travel advisory matters.

For medical information, we recommend contacting your governmental agency responsible for health and medical matters.

- **BANKRUPTCY OR FLIGHT CHANGES, DELAYS OR CANCELLATIONS** Ten and each other Covered Party shall have no liability if a travel provider is not able to honor an airline ticket purchased through this Program for any reason, including, without limitation, bankruptcy proceedings, strikes, labor shortages or flight delays, overbooking, cancellations or termination of service. Ticketed passengers may be entitled to refunds from the airline providing the transportation depending on the terms of the contract of carriage and other applicable rules of the airline.
- **ITINERARY CHANGES OR CANCELLATIONS** Ten do not charge fees for cancelling your booking, but you may be subject to the individual cancellation policies of the property, the tour operator, the airline, the car rental company or any Third Party Supplier you book with through the Program. Cancellation policies will be provided to you before you complete your booking. Accordingly, carefully review your ticket purchases for any errors or discrepancies prior to purchase. If you need to make changes to your travel itinerary, please call a Lifestyle Manager on the number listed on your email confirmation or the Site. In certain circumstances, changes may not be possible. If changes to the travel itinerary are possible, based on the applicable contract of carriage and other rules and regulations for the applicable airline, such changes may be subject to (i) an increase in airfare and related taxes, fees, and charges, (ii) change or service fees charged by the airline, and (iii) certain additional service fees. Such fees and charges may be quoted and charged in local currencies, even if part of your original purchase was made in another currency. Tickets may not be reassigned or transferred to a different airline. Most airline tickets do not retain any value if not cancelled prior to departure.
- **PASSENGER NAME AND IDENTIFICATION.** All airline tickets purchased through the Program must be purchased in the exact name of the person traveling which, to the extent applicable, must be identical to the name that appears on the traveler's passport or other government-issued identification card. Airline passengers must present a government-issued form of identification at the airport on the day of travel. Once purchased, tickets are not transferable
- **INTERNATIONAL TRAVEL RESTRICTIONS.** You may not book travel through this Program in, to or from North Sudan, Syria, Crimea, Iran, Cuba or North Korea.
- **INTERNATIONAL TRAVEL REQUIREMENTS:** International travel generally requires the passenger to possess a valid passport. Visa policies vary by country and any necessary visas are the sole responsibility of the traveler and must be obtained prior to departure. Travelers are responsible for complying with all government travel requirements, and presenting exit, entry and other required documents such as passports and visas.
- **REQUIREMENTS FOR CHILDREN:** Children under the age of 18 traveling internationally without one or both of their natural parents must carry a notarized letter of permission from the absent parent or parents. Other document requirements may apply depending on the airline and are the sole responsibility of the traveler. You cannot book a ticket on the Site for an unaccompanied child who will be under the age of 18 at the time of travel.

Travel reservations are subject to the rules of each Third Party Supplier on your itinerary. The information and descriptions given about Third Party Suppliers are believed to be accurate, but Ten makes no warranty or representation regarding the information and descriptions.

The passenger's ticket(s), when issued, shall constitute the sole contract between the Third Party Supplier and the purchaser and/or passenger and will be subject to the Third Party Supplier's terms and conditions of use.

All airline tickets are subject to the published conditions of carriage and rules of the applicable airline. The contract of carriage in use by the applicable airline shall be between the applicable airline and the passenger. All flight details should be confirmed with the applicable airline including, without limitation, the schedule of your flight, airline policies, baggage charges, size limitations, or restrictions, and any other additional fees that must be paid directly to the applicable airline. Ten and the other Covered Parties maintain no control over the personnel, equipment or operations of any airline. Ten and the other Covered Parties do not guarantee or insure the services provided by any Third Party Supplier of air travel. You agree to abide by the terms and conditions imposed by any Third Party Supplier with whom you elect to deal and you understand that failure to do so may result in cancellation of your reservation(s) and your being denied access to any flights, and any costs incurred by a Covered Party as a result of such violation.

Special requests made to a Third Party Supplier are on a request only basis and cannot be guaranteed. Fees, taxes and charges may apply, depending on the service request.

Upgrades are not permitted on certain itineraries. Please check with the Third Party Supplier directly.

Third Party Supplier policies are subject to change at any time without notice.

Ten is not responsible for any lost or damaged luggage before, during or after travel.

Certain rate types do not permit credit for airline frequent flyer programs or car or hotel loyalty programs.

- **Baggage Fees.** Baggage policies and fees vary by Third Party Supplier and are not included in the rates advertised on this Site. Please check with the Third Party Supplier for baggage charges, size limitations, weight and other restrictions.
- **Destination Taxes.** Government imposed departure or entry taxes may not be included in ticket taxes. Passengers should be prepared to pay these taxes on location. Ten is not the vendor collecting and remitting taxes to the applicable taxing authorities. The participating hotels, as vendors, include all applicable taxes in the amount billed to Ten or other local travel agencies procured through Ten who then pay over such amounts directly to the participating hotels and other vendors. Neither Ten nor other local travel agencies procured through Ten are co-vendors associated with the vendor with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate and the type of applicable taxes vary greatly by location.
- **Payment.** Full payment with a payment card may be required to make a reservation. Any payment that is due at the time of confirmation must be made using a Mastercard card or Masterpass (where available). Should an error occur in processing your payment card for applicable charges, Ten reserves the right to resubmit the charge to your payment card company. The Third Party Supplier also reserves the right to re-invoice your reservation should an error be made in computing your vacation price. Rates are subject to change, including, but not limited to, increases in or establishments of surcharges, applicable taxes, government fees, and airfare and hotel prices.

Details you provide when you register for the Program will govern the currency displayed when you make travel bookings online or with a Lifestyle Manager. Before booking travel, please confirm that prices are displayed in local currency. You will be charged in the currency displayed at time of check out so please be sure to confirm you are paying local currency prior to completing your transaction.

- **Hotel Taxes and Service Fees:** Ten markets hotels under a "prepaid/merchant" model (except for World Mastercard and World Elite Mastercard (Luxury Hotels & Resorts Portfolio) hotel properties) which are paid for at the hotel property at the time of check-out). Where the "prepaid/merchant" model applies, Ten or other local travel agencies procured through Ten collects the designated amount from you in advance and manages the payments to the hotel on your behalf. In connection with facilitating your hotel arrangement, the amount you are charged may not include all taxes and service fees. This amount includes an estimate to recover the amount we pay to the hotel related to your reservation for taxes owed by the hotel including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax, goods and services tax, and/or other similar taxes. The amount paid to the hotel in connection with your reservation for taxes may vary from the amount we estimate and include in the amount charged to you. The amount paid to the hotel at the time of booking does not include any extra person charges, incidentals, gratuities, or other charges incurred during your stay. You will be fully responsible for any excess charges or fees incurred by you during your stay and related taxes. There will be no refund for unused services or early check-out.

5. HOTEL STAY GUARANTEE

Terms and conditions for the Hotel Stay Guarantee are available [here](#).

6. LOWEST HOTEL RATE GUARANTEE

Terms and conditions for the Lowest Hotel Rate Guarantee are available [here](#).

7. CANCELLATIONS

A cancellation is defined as any change made to the name of a traveler when booked (name change), the substitution of one traveler in place of another, a reduction to the number in the party, reduction of a portion of the package, and/or the termination of the entire trip. Changing the date of departure or return date is also classified as a cancellation. All other changes are defined as a revision.

Change/Cancellation Policy – If your plans change, your right to a refund will be governed by the cancellation terms of the Third Party Supplier (as described at the time of booking and below):

- Cancellations, refunds, changes, exchanges and transfers are wholly subject to the terms and conditions of the Third Party Supplier. Accordingly, carefully review your ticket purchases and reservation details for any errors or discrepancies prior to purchase. If you

need to make changes to your travel itinerary, call a Lifestyle Manager on the number listed on your email confirmation or the Site. In certain circumstances, changes may not be possible. If changes are possible, changes to travel itinerary shall be subject to fees charged by Third Party Suppliers and subject to the Third Party Supplier's terms and conditions.

- Hotel reservations cancellations are subject to individual Third Party Suppliers' cancellation policies. Failure to cancel prior to scheduled check-in time will be considered a no-show and will not be eligible for refund.
- Car Rental cancellations are subject to individual Third Party Suppliers' cancellation policies.
- Separate cancellation penalties may apply to holiday or special event departures in addition to non-refundable deposits.
- Third Party Supplier penalties are subject to change at any time.

8. HOW TO CONTACT US

If you require clarification or further information regarding the Mastercard Travel & Lifestyle Services Program or your transaction, you are advised to call Ten to speak to a Lifestyle Manager on the number listed on your email confirmation, or the Site, or you may email us at: mastercard.en-us@tengroup.com.

9. PACKAGE REVISIONS

In the event that you purchase a single 'Packaged' product of flights and accommodation provided by one of Ten's Third Party Suppliers, your card will be charged for the full amount of your itinerary at the time of booking. You may have separate charges for each product in the package, totaling the amount quoted for your itinerary. No aspect of the itinerary is guaranteed (including price, availability or dates of travel) until full payment is received.

All travelers must travel on the same itinerary. Individual travelers cannot be added or deleted from an itinerary after booking.

Any changes must be made directly by calling a Lifestyle Manager on the number listed on your email confirmation or the Site, and shall be subject to Third Party Supplier penalties as defined below (other than those subject to cancellation penalties listed above):

Airline Ticket Changes – The change policy is set by the individual airline. Changes to travel dates or destination may be allowed and are subject to the rules of the airline. Additional airfare and/or exchange fees may apply. NAME CHANGES on airline reservations are not permitted.

Hotel Change Policies – Changes to hotel reservations are allowed subject to individual Third Party Suppliers' policies. Third Party Supplier change fees may apply.

Car Rental Policies – Changes to a car rental reservation are allowed. Third Party Supplier change fees may apply.

10. CAR RENTAL RULES:

Driver must be in possession of a valid driver's license and a major payment card in their name.

Drivers must have a good driving record and car rental companies reserve the right to verify driver's records.

An underage fee will apply for drivers between the ages of 21-24 years. Additional charges may apply to drivers 60 years of age or older. Some regions and Third Party Suppliers may apply restrictions to the minimum age of driver.

Car cost may not include drop charges, tolls, taxes, surcharges, upgrades, recoupment fees, airport fees, insurance waivers, fuel, and optional charges such as protection options, special equipment and additional drivers. All such additional charges must be paid directly to the car rental company.

Some Third Party Suppliers require a good driving record. Minimum and maximum age requirements may apply and will vary by country. Suppliers reserve the right to deny car rentals for any reason, including past driving records.

Rental charges are based on each 24-hour period commencing at time of rental, with any additional hours subject to extra charge.

A major payment card or a cash deposit is required to protect against incidental charges and damages, payable directly to the car rental company.

Car rental companies will not refund any unused portion of a rental.

No-shows are non-refundable and will result in a total forfeiture of any payments made.

The early return of car rentals is not eligible for a refund.

Cancellation fees, rental terms, and any additional taxes, fees and surcharges are subject to change without notice, may vary by location, and may be charged to the customer at pick-up.

For car rentals in a foreign country, the car rental companies may require a 3-day minimum rental. Any international rentals less than 3 days may be charged the 3-day rental rate.

Geographic and cross border restrictions may apply.

Local renters and renters driving out of country may be subject to additional restrictions.

Please contact your insurance company if you are unsure whether to accept rental car company insurance.

11. HOTEL RULES:

Some hotels require a resort fee payable at the time of check-in. These fees are not included in the total price displayed online.

No-shows are non-refundable and will result in a total forfeiture of any payments made.

Early check-out from a hotel is not subject to a refund.

Contact a Lifestyle Manager on the number listed on your email confirmation or the Site for all cancellation or modification requests.

Cancellations or modifications handled by the property directly may result in additional fees. When canceling hotel reservations, you will be held responsible for charges if you do not ask for and retain your cancellation number.

Hotel reservations include room and applicable taxes only. Any additional hotel charges, such as resort fees and hotel energy surcharges and any charges for incidentals that you incur while traveling are not included in your reservation rate and must be paid directly by you to the hotel.

Incidental charges may include but are not limited to parking fees, baby-sitting, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, and gratuities.

Hotels may not have actual travelers' names until just prior to arrival.

The hotel may require a major payment card, in the name of one of the guests, or a cash deposit upon check-in.

Reservations do not include services not specified in the reservation confirmation.

12. AIRLINE RULES:

It is the responsibility of the traveler to ensure the name is spelled correctly at the time of booking. Name Changes are not permitted on airline reservations.

Failure to use any part of your airline reservation may result in cancellation of continuing or return flight reservations. You must advise the airlines if your travel plans change en route.

Refunds or exchanges are not allowed for NO-SHOW airline reservations.

Advance seat assignments, if available and allowed by the airline, are not guaranteed. Please inquire with the airline directly about your boarding passes.

Flight schedules are subject to change. Ten are not responsible for any flight schedule changes made by the airlines. Please re-confirm each flight at least 48 hours prior to departure for domestic flights and 72 hours in advance for international flights. Reconfirmation of flights is mandatory when returning from international destinations.

Baggage allowances: Vary by airline & all baggage fees are payable directly to the airline and therefore will not be included in your package price.

Airfare is typically non-refundable. In some cases airfare allows for changes or cancellations. If you are canceling your trip, you must contact Ten, who will advise you of eligibility for refund. No refunds will be made for missed or unused services or inclusions. If you accept a refund, you waive all other rights and remedies under applicable law.

Airline penalties are in addition to all other penalties detailed above and are subject to change at any time without notice.

Additional costs, fees and taxes are your sole responsibility. These costs, fees and taxes may include without limitation any cost for shipping and handling, any change or cancellation to the itinerary, any fare increase resulting from a change, and baggage charges.

You should check with each airline regarding its specific boarding and check-in requirements.

Turboprop aircraft may exist on your itinerary. Airlines reserve the right to change aircraft equipment without notice to the booking travel agency or the consumer.

Please review your itinerary, as code-share flights may exist. If a code-share flight exists in your itinerary, passengers must check in with the operating airline on day of departure.

All tickets will be issued at time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions.

If your tickets are lost, stolen, or destroyed, contact us immediately for details on how to process your claim. Until any permitted refund or credit is completed by the issuing airline, you remain legally responsible for payment, in full, of the lost, stolen, or destroyed tickets.

RESPONSIBILITIES

13. CUSTOMER RESPONSIBILITIES: You are responsible for examining and verifying all information and ensuring that you understand all of the policies, fees and requirements to which you are subject. You must check-in at least two hours prior to the scheduled departure and report to the gate at least 30 minutes before departure time. Failure to comply with these conditions may result in the loss of your seat. You must call or visit the airline's website to verify flight times the evening prior to departure. You must comply with the airline's baggage restrictions as posted by each airline. Please contact your airline for current fees and policies. Your rights and remedies set forth herein are in addition to any other rights and remedies under applicable law, but if you agree to a refund, you waive all other remedies. Unless you file any claim you may have with Ten within 30 days after the termination of your trip, all parties are released from further liability.

IN NO EVENT SHALL TEN OR ANY OTHER COVERED PARTY BE LIABLE FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACT OF GOD, ACCIDENT, DELAY, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH ANY USE OF THIS SITE, THESE FLIGHTS TERMS, PURCHASE OF, AIRLINE TICKETS, THE USE OF THE AIRLINE TICKETS OR ANY ASSOCIATED TRAVEL, EVEN IF A COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Further, except as set forth below, Ten and the other Covered Parties accept no responsibility for any damage and/or delay due to any Third Party Suppliers cancellations, shortages, sickness, pilferage, labor disputes, bankruptcy, machinery breakdown, quarantine, government restraints, weather, terrorism or causes beyond the Covered Parties' control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. No Covered Party shall be responsible for any Third Party Supplier's breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or of merchantability, nor shall any Covered Party be responsible for any other wrongdoing of a Third Party Supplier (including any liability in tort), as to any products and/or services available through this Site. Neither Ten nor any other Covered Party shall be responsible for any Third Party Supplier's failure to comply with these Terms and Conditions, nor for any Third Party Supplier's failure to comply with applicable federal, state, provincial and local law. If, notwithstanding the above, Ten or any other Covered Party is found liable for any loss or damage relating to the use of this Site, you agree the liability of any such party shall in no event exceed the amount of \$100. Some states, to the extent their law might be deemed to apply notwithstanding the selection of New York law as described below, do not allow the limitation of liability, so the foregoing limitations might not apply to you.

14. TEN RESPONSIBILITIES: Ten or other Third Party Suppliers procured through Ten are responsible to you for making the applicable arrangements for transportation, accommodation and services being booked. The responsibility of Ten or other Third Party Suppliers procured through Ten does not extend to any liability for personal injury or property damage arising out

of or caused by any negligent act or omission on the part of any air carrier, hotel operator, ground transportation contractor, optional tour operator or any person rendering any services being offered. Ten or other Third Party Suppliers procured through Ten are not responsible for: (i) any changes made by scheduled air carriers which are beyond our control (this includes, but is not limited to, routing changes, aircraft equipment changes, flight cancellations or any changes to flight schedule); or (ii) damage, delay or vacations affected by weather or other force majeure events beyond our control. In no event shall any Covered Party be liable for consequential damages. Ten or other Third Party Suppliers procured through Ten reserves the right to substitute hotel accommodations, if necessary, due to circumstances beyond its control. Special requests such as room location, special meals or assistance will be communicated to the appropriate party, but cannot be guaranteed. Specials may be withdrawn at any time. Rates are based on availability.

15. AIR CARRIERS' RESPONSIBILITIES: Air carriers operating scheduled air shall not be liable for any loss, injury, accident, delay or irregularity which may occur by reason of defect or through the acts or omissions of any person or company performing or rendering the services described in vacation brochures, web sites and/or flyers. The services described in vacation brochures/web sites/flyers other than air carriage furnished by those air carriers directly named are furnished by independent contractors who are not servants, joint ventures or partners with the named air carriers.

16. COMPLAINTS:

Please contact Ten immediately should you be dissatisfied with any aspect of the Program and Ten will use its reasonable endeavors to look into the issue within two working days of receipt of your notification and to respond to you as soon as reasonably practicable. Ten will not be responsible for the failure of any Third Party Supplier to provide any Services or the negligence of the Third Party Supplier providing them. However Ten will make reasonable efforts to assist you in the resolution of any such issue. Please refer to the Program [FAQs](#) for direction on raising a complaint.

17. SELLER OF TRAVEL INFORMATION

Certain travel services are provided by Ten, who acts only as an agent. State Seller of Travel registration numbers for Ten are: Florida (ST39567), and California (2116456-40). Registration as a Seller of Travel does not constitute approval by the State of California.

Applicable Law: It is agreed by and between you and Ten or other local travel agencies procured through Ten that all disputes and matters whatsoever arising under or in connection with or incident to these policies and procedures shall be litigated, if at all, in and before a court located in the state of New York, U.S.A., to the exclusion of any other state or country.

18. IMPORTANT NOTICE:

Neither Ten, nor other Third Party Suppliers procured through Ten nor any of their affiliates and their employees, officers, directors and shareholders owns, controls or operates any hotel or any air, land or water transportation vehicles or companies of any kind, including without

limitation, airplanes, helicopters, boats, rental cars, ground transportation vehicles, transport companies, shuttle services, buses, or local tour companies which may offer excursions or tours. Ten or other Third Party Suppliers procured through Ten occasionally enter into contracts with hotels and air, land or water transportation companies, but all such entities are owned and operated by independent contractors. Ten or other Third Party Suppliers procured through Ten are not responsible for any negligent or willful act, omission or failure to act on the part of any such entity or its employees, or of any other third party beyond their control. Ten or other Third Party Suppliers procured through Ten act only as an agent for the passenger in regards to travel, and assumes no liability for injury, damage, loss, accident, delay or irregularity which may be caused due to a defect in any vehicle, acts of God, war, riots, or by any company or person involved in conveying the passenger or in carrying out travel arrangements.

Ten or other Third Party Suppliers procured through Ten reserve the right to make minor adjustments in the passenger's travel itinerary and to cancel any trip prior to departure. In the event of trip cancellation, a full refund will constitute a full settlement of all liability. The issuance of vouchers or tickets shall be deemed to be your consent to the above terms. The passenger's ticket(s), when issued, shall constitute the sole contract between the applicable Third Party Supplier and the purchaser and/or passenger, and Ten or other Third Party Suppliers procured through Ten shall have no liability for any actions or omissions of the Third Party Supplier. In addition, Ten or other Third Party Suppliers procured through Ten shall have no responsibility for any credit or voucher issued by any Third Party Supplier, and any questions or issues you may have with respect to such credit or voucher must be addressed directly with the Third Party Supplier.

All rates published in any venue are based on exchange rates and tariffs and are subject to change. All taxes, gratuities and portage charges are subject to deletions, additions or changes without notice. These items are not under the control of Ten nor other Third Party Suppliers procured through Ten, since changes in government regulations and labor agreements cannot always be anticipated. Ten or other Third Party Suppliers procured through Ten is not responsible for any changes initiated by the passenger after departure.

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IN NO EVENT SHALL TEN NOR OTHER LOCAL TRAVEL AGENCIES PROCURED THROUGH TEN NOR THE THIRD PARTY SUPPLIERS NOR ANY OF THEIR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF TEN, ITS AFFILIATES, AND/OR THE THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

19. ADDITIONAL GENERAL PROGRAM AND WEBSITE TERMS:

20. Third Party Supplier and Third Party Suppliers' Offers

Third Party Suppliers may provide to Ten certain discounts, rebates or other benefits (e.g. free shipping) on the purchases of tickets, events, activities, goods and services ("Offers") that will be available for your purchase through the Program. Such Offers are subject to certain further terms and conditions of Ten and/or the relevant Third Party Supplier and Offers may change and/or be withdrawn at any time without notice to you.

With respect to Offers the following shall apply:

- Cancellation, change and exchange terms will be subject to the Third Party Supplier's own terms and conditions
- Subject to Third Party Supplier terms and conditions, Offers may be transferred
- No-shows are non-refundable and will result in a total forfeiture of any payments made
- Age restrictions may apply
- Offers are not redeemable for cash (in whole or in part)
- Ten is not responsible for lost or stolen Offers purchased by you. If your Offer is lost, please call the number provided to you for this service. Please note the Third Party Supplier will only honor the first Offer redeemed
- Any Offer can only be used for the goods or services detailed in that Offer. It cannot be combined with any other good or service sold by the Third Party Supplier nor can it be

used towards any goods or services previously purchased by you from the Third Party Supplier.

- Geographic and cross border restrictions may apply to Offers

Ten will not be liable for any loss or damage incurred as a result of any interaction between you and a Third Party Supplier with respect to such Offers. While Ten attempts to provide accurate descriptions of Offers, Ten cannot warrant the accuracy, completeness, or adequacy of information provided. Except as set forth herein, all matters, including but not limited to the description of the Offer, delivery of goods and services, and warranties are solely and strictly between you and the applicable Third Party Suppliers. You acknowledge that Ten does not endorse or warrant the Third Party Suppliers that are accessible through the Program nor the Offers that they provide. Ten may change any offerings, Third Party Suppliers, vendors, travel agents or other providers at any time without notice to you and may terminate any offering at any time. The goods and services described herein are offered and provided by Third Party Suppliers and Ten is not responsible for any losses related to the offer, fulfillment or use of the goods or services. You may be responsible for sales, value added or use taxes.

By purchasing the Offer you accept and agree to the Third Party Supplier's terms and conditions, in addition to those stipulated in these Terms and Conditions.

21. SWEEPSTAKES/OFFERS

From time to time, Ten may make you aware of certain sweepstakes or other promotions. All such sweepstakes and promotions are subject to official rules which will accompany such sweepstakes and promotions and all related applicable laws, regulations and statutes.

22. INTELLECTUAL PROPERTY RIGHTS

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Please provide the following notice:

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2. Identify the copyrighted work or other intellectual property that you claim has been infringed;
3. Identify the material on the Site that you claim is infringing, with enough detail so that Ten

may locate it on the Site;

4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
6. Your address, telephone number, and email address; and
7. Your physical or electronic signature.

Ten may give notice to its users of any infringement notice by means of a general notice on any of its websites, electronic mail to a user's e-mail address in its records, or by written communication sent by first-class mail to a user's physical address in its records. If you receive such an infringement notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and;
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

25. INTERACTIVE FORUMS, GROUPS AND FEEDBACK: USER SUBMISSIONS AND CONDUCT

As a user of the Site, where the functionality is made available, you may submit your comments, which may consist of textual content and potentially photos, videos, images audio files, other types of content and links to such content if allowed by the Site (collectively referred to as "User Submissions"). You will be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: the User Submission is your original work and that you own or have the necessary licenses, rights, consents, and permissions to use and authorize Ten to use any and all User Submissions in any and all media now known or hereinafter invented without territorial or time limitations and without compensation, and have all necessary consents to collect, use and disclose any personally identifiable information, images or likeness contained or displayed in any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Site and this Agreement. You agree that you will not submit as part of any User Submission any material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner and the necessary consents from any individuals whose personally identifiable information is contained in such material to post the material and to grant Ten all of the license rights granted herein.

Furthermore, you warrant and represent that you will disclose the existence of any patent registrations or pending applications held by you which relate in any way to your User Submission.

You acknowledge and agree that no confidential relationship or obligation of secrecy or confidentiality is established between you and Ten regarding the User Submission, despite any statement or legend to the contrary on the User Submission and any related materials.

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By making a User Submission, you understand that you are granting Ten and Mastercard a worldwide, perpetual, royalty-free, fully-paid, irrevocable, sub licensable, transferrable, non-exclusive license in and to the User Submission (including under copyright, patent, and trademark law), including the right to edit, change, and create derivative works, and any concepts or ideas contained in the User Submission, including the documents, artwork, statements, drawings, outlines, proofs, displays, photographs, footage, outtakes, musical scores, audio and video footage, discs, whether in print or electronic form, produced or created by you as part of the User Submission. The license you are granting to Ten and Mastercard includes the right of Ten, Mastercard and their designees to reproduce the User Submission, prepare other works using the User Submission, combine your User Submission with other works, and alter, translate, distribute copies, display, perform, license and apply for copyright registration of the transformed User Submission in the name of Ten or Mastercard throughout the world in perpetuity in any media that now exists or may exist in the future. For example, the above grant permits Ten, Mastercard and their designees to use only certain portions of your User Submission, rerecord or modify any audio tracks or visual images you provide, rewrite the User Submission, and/or incorporate other materials, either created by Ten or Mastercard or licensed from others, with your Submission. If we create other works using the User Submission, those works will be owned by us and may be used in accordance with these guidelines, and shall not be subject to your approval.

By making a User Submission, you are waiving and agreeing not to assert any copyrights or "moral" rights or claim resulting from our alteration of the Submission or any photograph(s), footage, illustrations, statements or other work contained in the Submission. You are also agreeing to appoint Ten as your irrevocable attorney-in-fact with respect to the User Submission, with the right to execute and deliver any documents, in your name and on your behalf, to ensure that Ten and Mastercard can use the User Submission that you are licensing in any way Ten or Mastercard sees fit to own and protect the rights in any derivative works created from your User Submission, and to have the User Submission removed from any other website or forum.

Upon request of Ten, you shall execute and deliver such additional instrument of license, as may be solely deemed by Ten, reasonably necessary to establish Ten's or Mastercard's ability to use the User Submission as it sees fit and that "Moral Rights of Authors" are waived under these Terms and Conditions. Should Ten fail to request the said license instrument as stated, that shall not be deemed a waiver of Ten's or Mastercard's rights and Ten may at a later time request the instrument.

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From time to time, we may ask that you for your feedback on the Program, Site and products

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29. [PRIVACY STATEMENT](#)

Ten recognizes the importance of respecting the privacy of those who visit and choose to take advantage of the programs and information offered. The [Privacy Statement](#) describes our data collection and use practices in connection with the Program

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Mastercard Lowest Hotel Rate Guarantee

Terms and Conditions

Effective Date: December 28, 2017

1. The Mastercard Travel & Lifestyle Services lowest Hotel Rate Guarantee Offer (the “**Offer**”): If you book a qualifying prepaid hotel rate through the Mastercard Travel & Lifestyle Services program either online or through a program lifestyle manager using your Mastercard or Masterpass (where available) and then find the same hotel room type, in the same hotel, for the same dates, the same number of children and adults, at a lower price online, before taxes and fees, we’ll refund you the difference. To make a claim in connection with this Offer, your claim must be submitted in accordance with the instructions set forth in Section 5 below prior to your stay and seventy-two (72) hours before the date of your reservation check-in. The Offer is subject to these Terms and Conditions (“**Terms**”). Void where prohibited by law.
2. The Offer applies only to online rates advertised and available to the general public and excludes: (i) rates or discounts that are not available to the general public, including, without limitation, corporate, group, charter, meeting/convention, AAA, CAA, government/military, and senior citizen rates/discounts; (ii) hotel rooms booked through or in combination with frequent stay, loyalty, points, coupon promotions, rooms won through contests, sweepstakes or auctions, rewards programs or membership program websites, or rooms booked on opaque websites that do not allow you to see the name of the hotel until your reservation is complete (such as Hotwire’s “Hot Rates” or Priceline’s “Name Your Own Price”); (iii) rates available or otherwise offered only to local residents or residents of a specific state or country; (iv) promotional packages, all-inclusive packages, or bundles that may include additional amenities such as parking, meals or entertainment; or (v) rates offered by Sponsor’s competitor’s services (as determined by Sponsor (as defined below) in its sole discretion). The Offer applies to the rate for the room night(s) only. Promotional packages, all-inclusive packages, or bundles that may include additional amenities such as parking, meals, or entertainment are not eligible. The lower hotel rate may not come from a website where you call to get the rate or from an email that you received. The Offer does

not apply to any taxes or fees collected by any third party from you, such as those taxes and fees a hotel may collect directly from you when you stay at the hotel.

3. All terms of the comparison room reservation, including, without limitation, terms applicable to pre-payment, deposit, number of guests, or other requirements must be equal in all respects to the terms of your reservation booked through the Mastercard Travel & Lifestyle Services program for your claim to be valid. For example, if you book a room a room for four with two double beds, you may not compare it to a room for two with a king size bed.
4. To submit a claim under this Offer, contact a lifestyle manager at Ten Lifestyle Group PLC Limited (“**Ten**”), the designated travel agent for the Mastercard Travel & Lifestyle Services program at the phone number on your itinerary or via the contact information found at travel.mastercard.com and provide the lifestyle manager with all information requested. All claims are subject to verification by Ten and by Sponsor. You must meet all requirements imposed on the lower price (if any), including, without limitation, residency, regional and age-related requirements. If your claim is validated, Ten will refund the difference to the payment card you used to make your hotel reservation. Note, any refunds may take up to sixty (60) days after the completion of your hotel stay to appear on your payment card statement.
5. Sponsor reserves the right to deny any claims that cannot be verified, do not meet eligibility requirements, or for which you have provided incomplete information. Sponsor does not accept screen shots of imagery of lower prices provided by customers due to the ease of modification or alteration of such imagery. Sponsor reserves the right to modify or cancel the Offer at any time without prior notice. Any modification will be effective upon posting of modified Terms on the Mastercard Travel & Lifestyle Services website. Any cancellation will be effective upon removal of references to the Offer and these Terms on the Mastercard Travel & Lifestyle Services website. Sponsor will not honor claims submitted on behalf of another purchaser or from any group or organization. Sponsor reserves the right to request additional information or documentation to verify or validate a claim. All materials submitted to Ten or Sponsor for a claim become property of the Sponsor and will not be returned, so you are encouraged to keep a copy of your materials.
6. Sponsor is not responsible for any printing errors or for any claims which are lost, late, incomplete, illegible, mutilated, misdirected, postage due or not delivered. Sponsor will not be liable for the payment of any refunds under the Offer with respect to rates loaded in error by another party or any printing, typographical, administrative, or technological errors in materials relating to rates provided by other parties. You may not assign or transfer your rights under your claim. Sponsor reserves the right, in its sole judgment, to refuse any claim if Sponsor deems it insufficient or not in compliance with the Offer. The Offer is strictly prohibited from being published or reproduced on any website, in any magazine, or elsewhere without Sponsor’s written permission.
7. At any time up to the date of stay, Sponsor reserves the right to revoke any and all benefits of the Offer if it is found that a customer has attempted to or has violated or circumvented these Terms. Resale of rooms eligible for the Offer is strictly prohibited. In the event Sponsor believes that a room eligible for the Offer has been resold, or the Offer is otherwise being intentionally abused or manipulated to circumvent its intent, Sponsor reserves the right to reject future Offer claims from any persons who participated in such actions.

8. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of any individual or the Sponsor, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of New York, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York. The parties agree that all disputes arising out of or connected with these Terms or the Offer will be resolved individually, without resort to class action, and exclusively by arbitration to be held solely in New York, New York under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.
9. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH PARTICIPANT ACKNOWLEDGES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (B) UNDER NO CIRCUMSTANCES WILL ELIGIBLE INDIVIDUALS BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ELIGIBLE INDIVIDUALS HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (C) ELIGIBLE INDIVIDUALS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ELIGIBLE INDIVIDUALS IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.
10. No waiver of any of the provisions of these Terms shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect. Sponsor's failure to enforce any term in these Terms will not constitute a waiver of that provision. Individuals agree to waive any rights to claim ambiguity of these Terms. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Offer-related materials, privacy policy or terms of use on a related-Offer website and/or the terms and conditions of the Terms, the Terms shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion. Sponsor reserves the right to modify or withdraw this Offer at any time.
11. This Offer is sponsored by Mastercard International Incorporated, 2000 Purchase Street, Purchase, NY 10577 USA ("**Sponsor**"), which is solely responsible for this Offer.

Mastercard Hotel Stay Guarantee

The Mastercard Travel & Lifestyle Services Hotel Stay Guarantee is simple – if you book your three star or higher hotel stay through the Mastercard Travel & Lifestyle Services program and you encounter problems with the hotel, contact Ten Lifestyle Group PLC, the designated travel agent for the Mastercard Travel & Lifestyle Services program at the phone number on your itinerary or via the contact information found at travel.mastercard.com during your stay and a Ten lifestyle manager will attempt to make it right for the remainder of your stay by working directly with the hotel to try to resolve your issue or will make efforts to find you comparable accommodations.

Mastercard Travel & Lifestyle Services Hotel Stay Guarantee (“Offer”) Terms and Conditions (“Terms”)

Effective Date: December 28, 2017

In order to be eligible for this Offer, the hotel you booked must be rated three stars or higher on the Mastercard Travel & Lifestyle Services website and must be booked through Ten Lifestyle

Group PLC (“Ten”), the designated travel agent for the Mastercard Travel & Lifestyle Services program, on the Mastercard Travel & Lifestyle Services website or through a Ten lifestyle manager using your Mastercard or Masterpass (where available). This Offer only runs for the duration of the hotel stay booked through the Mastercard Travel & Lifestyle Services program. In order to be eligible, the Mastercard cardholder who made the hotel booking must contact a Ten lifestyle manager at the phone number on your itinerary or via the contact information found at travel.mastercard.com during the hotel stay so that the lifestyle manager may attempt to resolve the issue on your behalf. Although any specific location or alternative hotel cannot be guaranteed, if the Ten lifestyle manager determines that your issue can only be resolved by booking alternative accommodations, they will attempt to find a new accommodation for the duration of your scheduled stay at a maximum out-of-pocket cost to Sponsor (as defined below) of \$1,000, and subject to availability; provided you will still be responsible for paying the cost of your original hotel booking and Sponsor will only be responsible for paying the difference in cost for the alternative accommodations up to the out-of-pocket maximum. The goal, in such a circumstance, will be to Offer you alternative accommodations of at least an overall like kind and quality, including the same star level, as the accommodations you originally booked. You are only entitled to receive one set of accommodations under this Offer (either the original accommodations you booked or the alternative accommodations proposed by the Ten lifestyle manager) and in no event will Ten or Sponsor provide you with multiple rooms as part of the Offer. In no event will compensation or reimbursement be provided as part of this Offer.

1. To be eligible, accommodations must be booked using a Mastercard card or Masterpass (where available) and purchased directly through the Mastercard Travel & Lifestyle Services program. Void where prohibited by law.
2. Sponsor reserves the right to request additional information from you or the hotel to verify your claim. Sponsor reserves the right to deny any claims that cannot be verified, do not meet eligibility requirements, or for which you have provided incomplete information. Sponsor reserves the right to modify or cancel the Offer at any time without prior notice. Any modification will be effective upon posting of modified Terms on the Mastercard Travel & Lifestyle Services website. Any cancellation will be effective upon removal of references to the Offer and these Terms on the website. Claims under this Offer cannot be made by any individual other than the original purchaser or on behalf of any group, company or organization. You may not assign or transfer your rights under this Offer to another party.
3. Sponsor reserves the right, in its sole judgment, to refuse any claim if Sponsor deems it insufficient or not in compliance with the Offer requirements. The Offer is strictly prohibited from being published or reproduced on any website, in any magazine, or elsewhere without Sponsor’s written permission. At any time up to the date of stay, Sponsor reserves the right to revoke any and all benefits of the Offer if it is found that a customer has violated or circumvented these Terms. Sponsor reserves the right to revoke participation in this Offer from any customer that makes claims under this Offer more than four (4) times in any twelve (12) month period.
4. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of any individual or the Sponsor, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of New York, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than New York. The parties agree that all disputes arising out of or connected with these Terms or the Offer will be resolved individually, without resort to class action, and exclusively by

arbitration to be held solely in New York, New York under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

5. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH PARTICIPANT ACKNOWLEDGES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (B) UNDER NO CIRCUMSTANCES WILL ELIGIBLE INDIVIDUALS BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ELIGIBLE INDIVIDUALS HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED ONE HUNDRED DOLLARS (\$100.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (C) ELIGIBLE INDIVIDUALS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ELIGIBLE INDIVIDUALS IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

6. No waiver of any of the provisions of these Terms shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms, which will otherwise remain in full force and effect. Sponsor's failure to enforce any term in these Terms will not constitute a waiver of that provision. Individuals agree to waive any rights to claim ambiguity of these Terms. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Offer-related materials, privacy policy or terms of use on a related-Offer website and/or the terms and conditions of the Terms, the Terms shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion. Sponsor reserves the right to modify or withdraw this Offer at any time.

7. This Offer is sponsored by Mastercard International Incorporated, 2000 Purchase Street, Purchase, NY 10577 USA ("Sponsor").