

# **Terms & Conditions**

### WHAT'S INCLUDED IN YOUR CERTIFICATE:

1. During the initial year after the date specified on the front of the certificate the "Certificate" entitles the holder to book up to 2 guests in a room. This Certificate also covers governmental and quasi-governmental taxes and hotel/service fees. Gratuities are at the guest's discretion and are not included. The Certificate cannot be used to pay for incidentals or other expenses incurred by the guest, including but not limited to: tours, hotel/resort purchases, alcoholic beverages, retail and spa products/services.

### Use for Non-specified Esperanza Resort, Auberge Resorts Collection or Lengh of Stay

At the sole discretion of Esperanza Resort, Auberge Resorts Collection, the Certificate may also be used for different lengths other than noted on the "Certificate" face (prices provided at time of booking). That value amount shall be applied to the booking and the redeemer must pay the difference in rate to Esperanza Resort, Auberge Resorts Collection in full at the time of booking. If the Certificate is being used for an upgraded room category, the Value amount shall be applied and the redeemer must pay the difference in rate to the Esperanza Resort, Auberge Resorts Collection at the time of booking. In all cases, if the Value exceeds the rate for the specific hotel and room category selected, the difference shall be forfeited. Esperanza Resort, Auberge Resorts Collection at the time of the booking request will provide the lowest fare publicly available for which the redeemer qualifies, including available promotional rates unless otherwise expressly provided in the terms and conditions for that promotion.

This "Certificate" may be supplemented with other acceptable forms of payment toward room upgrades and/or guest additions (if over the age of 5).

The Certificate cannot be used to purchase hotels offered by any other entity, whether affiliated with Esperanza Resort, Auberge Resorts Collection or not. This "Certificate" cannot be used and is not applicable towards a room block that has been purchased by a third party and is then being resold, nor for a room that is included as part of a group booking or full resort buyout made with Esperanza Resort, Auberge Resorts Collection.

### 2. After the Initial 1 Year Period

A. IN LIEU OF THE PROVISIONS OF "1. During the Initial I Year Period", AT ANY POINT AFTER THE END OF THE INITIAL I YEAR PERIOD FOR A CERTIFICATE, THE CERTIFICATE SHALL BE GIVEN A SPECIFIC DOLLAR VALUE (BASED ON THE FACE VALUE OF THE CERTIFICATE AS SPECIFIED BY THE HOTEL IN ITS ANNUAL PRICING GRID FOR CERTIFICATES IN EFFECT AT THE TIME OF PURCHASE OF THE CERTIFICATE (hereinafter the "Face Value"). THAT FACE VALUE CAN BE APPLIED AGAINST THE COST OF ANY Esperanza Resort AUBERGE RESORTS COLLECTION. B. PAYMENT OF ANY OUTSTANDING BALANCE. ANY OUTSTANDING BALANCE DUE AFTER APPLICATION OF THE FACE VALUE MUST BE PAID AT THE TIME OF THE BOOKING. IF THE FACE VALUE EXCEEDS THE COST OF THE RESORT STAY, THE DIFFERENCE SHALL NOT BE REFUNDED OR CREDITED.

## REDEEMING YOUR CERTIFICATE

To Redeem Your Certificate, You Must: A. Contact:

This Certificate cannot be redeemed or used in any other manner, including but not limited to, at any travel agency. B. Provide the Esperanza Resort Reservations Team with the Certificate ID #.

C. All guests on the booking must satisfy Esperanza Resort's current minimum age requirements.

- 1. Esperanza Resort, Auberge Resorts Collection will not, under any circumstances, pay a commission in connection with or related to the redemption and/or utilization of this "Certificate."
- 2. To redeem this certificate, reservations must be made at least 14 days prior to arrival date.
- 3. Requested travel dates and room category may be capacity controlled and is subject to actual availability. Certificates may be upgraded at the Certificate holder's expense. Blackout dates are December 16 through January 2nd.
- 4. By purchasing/redeeming this "Certificate," the purchaser/holder agrees to be bound by all Esperanza Resort, Auberge Resorts Collection cancellation terms and conditions. Cancellations for reservations must be received at least 30 days prior to arrival date. Cancellations within 14 days prior to arrival will result in all deposits/certificate value forfeited. Cancellations made 30
- 5. Esperanza Resort, Auberge Resorts Collection's other policies as well as terms and conditions shall also apply. Maximum occupancy per room is for 2 adults. Any additional person six years and older in the same room is subject to the additional child/adult fees.
- 6. This "Certificate" is transferable only when gifted. This "Certificate" is void if sold for cash or other consideration. Any tax liability connected with the receipt or use of this "Certificate" is the sole responsibility and liability of the person giving or receiving the Certificate; not "name of supplier".
- 7. This Certificate shall be void where prohibited or restricted by law. Program is subject to change without notice.

EXPIRATION AND CHARGES. Your Esperanza Resort, Auberge Resorts Collection Certificate has a one year expiration date. Should this Certificate not be redeemed within one year from date of issuance, the certificate reverts to the value of the certificate at time of purchase. This Certificate has neither an inactive or dormancy fee nor any monthly or other maintenance fee.