

## TERMS & CONDITIONS

### YOUR AGREEMENT WITH GIFT A TRIP

Before we make or finalize the purchase of your certificate(s), we require that you provide an e-signature below to proceed. Your signature will signify your agreement with the following terms and conditions:

- 1. Agent for Suppliers: **Partner-Ship Solutions, LLC DBA: Gift A Trip** acts as a sales agent for any hotel, resort, cruise line, or other service provider named in your confirmation invoice ("Suppliers"). We are not responsible for the acts or omissions of the Suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the Suppliers. Purchase is also subject to the individual Terms & Conditions of the Supplier, which can be found on the individual brand landing page by clicking on "View Sample Certificate & Terms and Conditions" for each supplier.**
- 2. Refunds: All Supplier certificates are **NON-REFUNDABLE** and **NON-EXCHANGEABLE** as per the Terms & Conditions of the individual Supplier after purchase. Flex Trip Collection certificates are refundable within 30 days of purchase to the purchaser only, providing the recipient has not redeemed for a Supplier branded certificate within those 30 days.**
- 3. Certificate Delivery: – All certificates are delivered digitally within 3-7 business days from date of transaction. **Exception: Accor Hotels** certificates will be mailed to the purchaser within 14 days of purchase. Shipping fees will apply for Accor certificates ONLY.**
- 4. Credit Card Billing Statements: Charges for Flex Trip Collections, Red Gift Boxes, Shipping Fees, Certificate Processing Fees, 4% Merchant Fees (when applicable) and Accor Ovation Rewards will reflect on your credit card statement as a charge from Partner-Ship Solutions, LLC or Gift A Trip. For all other certificates, charges will reflect the brand "Supplier" of the certificate purchased. Depending on your purchase, multiple transactions may appear on your credit card statement.**
- 5. Gifted Use Only: Certificates are for gifting purposes **ONLY**. Any other use other than the intended purpose (i.e. personal use) is **strictly prohibited**. Any person(s) found to be in violation of this agreement will be subject to the certificate being made null and void with no refund.**
- 6. Risks of Travel and Release: We assume no responsibility for and shall not be liable for the acts or omissions of any party not under our control, or any acts of God, unsafe conditions, terrorism, health hazards including pandemics, illnesses, weather hazards, or the suitability for a disabled person of any portion of any trip. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at [www.travel.state.gov](http://www.travel.state.gov), click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at [www.cdc.gov/travel](http://www.cdc.gov/travel), then click on "Destinations" and scroll to the name of the destination country. It is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS AND DANGERS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.**

7. Vaccination Requirements and Other Rules: We have no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as required vaccinations, health affidavit forms, COVID-19 screenings prior to departure or upon arrival, face coverings, or quarantines. For the latest COVID-19 government travel regulations, we recommend going to IATA's website at <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>. For the latest travel supplier rules, check the website of each supplier, and keep checking because these rules are constantly changing, and we are not responsible for those changes.

8. Other Foreign Entry Rules: We assume no responsibility for checking and verifying any and all passport, visa, or other entry requirements of any destination or connecting points, and no responsibility for conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination. Many countries require a passport to be valid for six months or more after the date of entry. Some countries will not admit persons convicted of a crime. Some countries require both parents' consent for minors to travel.

9. Insurance: For your protection, we strongly recommend the purchase of trip cancellation and travel accident insurance after the trip reservation (with specific travel dates) has been made. Please note that, unless a cancel-for-any-reason policy is purchased, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

10. Credit Card Merchant: In most cases, the Supplier acts as the merchant for the transaction. If, however we are the credit card merchant, our role is to facilitate the sale, collect funds on your behalf, and remit those funds to the Suppliers. If the Suppliers do not provide the services, your only recourse would be against the Suppliers, and you agree not to initiate a chargeback against us.

11. Claims Deadline and Exclusive Jurisdiction: You agree that the applicable statute of limitations begins to run from the date of purchase and not the date of travel or date of redemption of certificates purchased. You agree that the courts in Orange County, FL will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

12. Florida Seller of Travel: Partner-Ship Solutions, LLC DBA: Gift A Trip is registered with the State of Florida as a Seller of Travel. Registration No. ST42995.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**