# DirectBuy®

# TRAVEL GUIDE

In addition to the savings DirectBuy offers on products for your home, you can also use your membership to live the lifestyle you have dreamed of while away from your home as well. DirectBuy offers you access to leading industry experts in travel to give our members the best leisure and lifestyle experiences we can offer. Below are all the details associated with using the DirectBuy Travel service and making purchases through DirectBuy Travel.

For 42 years, DirectBuy has striven to remove the mystery surrounding retail shopping and we want to do the same when you travel. So, there are a few important things we want to tell you about up front.

• We guarantee Platinum with Travel and Premier Members DirectBuy Travel service during the initial term of your membership with DirectBuy. You will get updated information about our then-current offerings for travel when you renew your membership.

• We may continue working with existing travel providers or turn to other travel providers over the term of your membership. We are always looking out for our members and will do whatever it takes to provide you with the best travel offerings and services available.

• DirectBuy does not add hidden retail markup to our merchandise (see your Membership Guide for full details) and DirectBuy will likewise not markup most offerings through DirectBuy Travel. However, we may receive a small percentage of the price you pay for travel on a limited number of bundled travel packages. These are generally pre-paid certificate packages where we were able to negotiate significant discounts specifically for DirectBuy members.

• DirectBuy Travel provides you with Travel Savings Credits you can use to buy down the cost of various travel and vacation purchases. Travel Savings Credits are good for twelve (12) months from the date of issuance. You use your Travel Savings Credits for travel scheduled after the twelve (12) months as long as you have booked and paid for your trip prior to the expiration of your Travel Savings Credits.

• DirectBuy Travel offers a Best Value Guarantee on the products and services sold by DirectBuy Travel. The terms of the Best Value Guarantee are included below.

• We may update or alter the travel terms and conditions as time goes on. The most current version of the Terms and Conditions can be found at www.Travel.DirectBuy.com. These Terms and Conditions apply only to services and purchases made through DirectBuy Travel. For information on other DirectBuy services please see your full Membership Guide or speak with any of the associates at your DirectBuy Club.

Thank you for becoming a member and we look forward to hearing about your first trip with DirectBuy Travel.

#### DirectBuy Travel Terms and Conditions

These DirectBuy Travel Terms and Conditions (the "Terms and Conditions") set forth the agreement between DirectBuy Travel ("We" or "Us") and each Subscribing Member who purchases products and services through DirectBuy Travel (a "Member," "You" or "Your"). Please review these Terms and Conditions thoroughly as well as all terms and conditions and policies and procedures supplied by the provider of any product or service offered through DirectBuy Travel or by any third party administering the program ("Provider Terms"). Provider Terms will be available when you order travel services through the DirectBuy Travel website or over the phone. By purchasing products and services through DirectBuy Travel, you acknowledge and agree to be bound by these Terms and Conditions, any Provider Terms and the terms and conditions of Your DirectBuy Travel membership, which are incorporated herein. Additionally, you agree that it is your sole responsibility to inform any traveling companion(s), guests, or the users of any product or service purchased through DirectBuy Travel of the contents of these Terms and Conditions and all applicable Provider Terms.

# FULFILLMENT SERVICES

Purchases, benefits, and transactions are administered by International Cruise & Excursion Gallery, Inc. d.b.a. DirectBuy Travel, and d.b.a Our Vacation Center ("DirectBuy Travel"). DirectBuy Travel is a registered seller of travel in the following states: Florida #ST-29452, Washington UBI#602 443 155 001 0001, Hawaii #TAR-5192 (Hawaiian travel agency trust account named Client Trust Account #1 is held at First Hawaiian Bank); and California #CST 2066521-50. DirectBuy Travel is not a participant in the California Travel Restitution Fund. California requires certain sellers of travel to have a trust account or bond. DirectBuy Travel maintains a Consumer Protection Bond issued by International Fidelity Insurance Company in the amount of \$100,000.00. Correspondence, including tickets and confirmations may originate from Our Vacation Center. Credit/debit card purchases may also result in a charge to purchaser's credit/debit card identified as Our Vacation Center for both the deposit and any subsequent payments including booking fees for the transaction as identified during the travel purchase.

#### **PROVISION OF INFORMATION**

Travel, travel provider, and product and service information provided to You is based on information received from third party providers, such as cruise lines, air lines, hotels, and rental car companies. While DirectBuy Travel makes reasonable efforts to ensure that this information is accurate and complete, DirectBuy Travel expressly disclaims liability for inaccurate, incomplete, or misleading information passed along from these sources.

#### MODIFICATIONS OF THE TERMS AND CONDITIONS

These Terms and Conditions are subject to change at the discretion of DirectBuy Travel without prior notice. By purchasing products and services through DirectBuy Travel, You acknowledge and agree to be bound by any posted revisions to these Terms and Conditions NO COMMERCIAL USE

DirectBuy Travel purchases, benefits and transactions may not be used for any commercial purpose, sold, bartered, or exchanged for any other consideration.

# **BEST VALUE GUARANTEE**

#### What is the Best Value Guarantee?

We will guarantee that the combined value of our posted lowest market price less any loyalty currency (where applicable) will be better than the lowest publicly available market price of any other qualified seller. If our combined value is not better, we will match the qualified seller's lowest market price at the time of purchase or within 24 hours of purchase.

#### Reporting a lower rate claim

You must contact us within 24 hours after Your purchase or booking with us to make a claim under the Best Value Guarantee. The lower rate must be available for purchase at the time You contact us, as determined solely by DirectBuy Travel customer service representatives. All qualifying purchases or bookings must be made using a valid credit card with a United States or Canada billing address.

#### What is considered a lower rate?

The lower rate must be for an identical product or booking as determined in our sole discretion. All product or booking details must exactly match the details of the product You purchased or booked through DirectBuy Travel, for example the specific carrier or provider (including class of service), the specific hotel (including room type), the specific rental car company and vehicle class, the applicable refund policy, the dates and times of travel or service, the specific routings (for example, same stopovers), the specific merchandise, wine, golf, box office or other lifestyle product, and other purchase or booking details including cancellation policies.

#### Best Value Guarantee Terms & Conditions

1. Best Value Guarantee. Best Value Guarantee valid for up to 24 hours after booking. A lower rate than our combined value must be found within 24 hours of booking and verifiable proof is required of public availability of such lower rate. If you find a rate lower than our combined value by greater than one dollar and your request is approved, we will match that lower price. Purchaser will be responsible for any change or cancellation fees. To verify a lower rate, proof must be provided by calling Customer Service at 1-855-411.3982 and faxing advertisements or providing web site addresses as directed. DirectBuy Travel reserves the right to determine the validity and authenticity of the proof provided.

2. Must be "Apples to Apples" Comparison. The Best Value Guarantee is available only for identical products and must meet the comparison criteria as outlined below within each product purchase category. Valid on prices advertised and offered to the general public. Not valid on prices requiring a call-back or on pricing offered on emails that are not also advertised on public access websites, or otherwise available to the general public. You must meet all requirements imposed on the lower rate (if any) including, without limitation, residency, regional and age-related requirements. The lower rate must be quoted and booked in U.S. dollars (without reference to currency converters). Also not valid on prepaid rates that involve voucher, or certificate, or on-board credit, or on prices available on auction web sites, or on discount rates offered to members who must meet specific criteria.

3. Lower rates do not include errors or mistakes. Lower rate or price must be available to the general public online - The Best Value Guarantee applies only to rates or prices both advertised and available to the general public on an English-language website. For example, this does not include rates offered on other membership program websites, corporate discounts or rates, military rates, group, charter, rewards program, incentive, meeting, convention, consolidator or interline rates, rates obtained via auction or similar process, or rates available only by using a coupon or other promotion not offered to the general public or a pay in advance coupon promotion. The lower rate may not come from a website where You call to get the rate, or from an e-mail that You received. The rate must be quoted, booked, and paid for in U.S. dollars.

4. Verification. All requests, including receipts, are subject to our verification. We will not accept screenshots or other purported evidence of a lower rate that cannot be independently confirmed by DirectBuy Travel customer service representatives. Nor will We verify any request that We believe, in our sole discretion, is the result of a printing or other error or is made fraudulently or in bad faith.

5. Limit. Each Member shall be limited to three (3) Best Value Guarantee claims per Member per calendar month, regardless of the number of accounts used by the Member. Any modifications, changes or cancellations made to an existing purchase or booking that has an associated Best Value Guarantee claim will result in voiding of the claim. Purchaser will be responsible for any applicable cancellation fees.

6. **Changes.** DirectBuy Travel reserves the right in its sole discretion to modify or discontinue the Best Value Guarantee or to restrict its availability to any person, at any time, for any or no reason, and without prior notice or liability to you. The terms that are in effect at the time of your claim will determine your eligibility under the Best Value Guarantee. The failure by DirectBuy Travel to enforce any provision of these Terms & Conditions shall not constitute a waiver of that provision.

#### DIRECTBUY TRAVEL'S ROLE

You and DirectBuy Travel are dealing at arms' length, creating a commercial relationship. DirectBuy Travel is not your agent or your fiduciary. By purchasing products and services through DirectBuy Travel, you acknowledge and agree that no such agent or fiduciary relationship exists between You and DirectBuy Travel. DirectBuy Travel is acting as an intermediary for the provider of any product or service, and for any travel provider in selling services, or in accepting reservations or bookings for services that are not directBy supplied by DirectBuy Travel.

#### AVAILABILITY

All products and services offered through DirectBuy Travel (including travel products such as air, car, hotel, attraction tickets, ground transportation, tours, etc.) are available for purchase through DirectBuy Travel by Subscribing Members only. All offers are based on availability and travel products are not guaranteed until confirmation is received from the travel provider directly.

#### TRAVEL SAVINGS CREDITS

You will initially be awarded Savings Credits ("Savings Credits") upon enrollment, and subsequently when making qualifying travel purchases through DirectBuy Travel or by qualifying membership transactions. Savings Credits will be attributed to your DirectBuy Travel membership account and may be redeemed as a form of partial payment for subsequent DirectBuy Travel transactions. To be awarded or to redeem Savings Credits, You must maintain an active DirectBuy membership account and be in good standing with DirectBuy.

1. Earning Credits. You will be awarded an initial Savings Credit amount upon enrollment, and additional Savings Credits may be awarded on qualifying travel or membership transactions. The amount of Savings Credits awarded will vary at DirectBuy Travel's sole discretion. Any Savings Credits awarded on travel transactions will be added to the available balance in your DirectBuy Travel membership account following the travel departure date indicated on your Reservation Confirmation. The amount of Savings Credits awarded per transaction, including minimums and maximums, are subject to change at the sole discretion of DirectBuy Travel, and without prior notice to You. Other restrictions may apply. 2. **Redeeming Savings Credits.** Savings Credits have no actual cash value, but may be used as a form of partial payment at time of checkout on the net amount of any eligible travel or lifestyle transaction, whether purchased online or offline through DirectBuy Travel. Your Savings Credits may not be used as a form of payment for any taxes, fees, travel insurance, shipping or handling charges. Each DirectBuy Travel offering specifies the Savings Credits amount, if any, that may be applied as a form of partial payment in the description of the product or service. You may redeem as many Savings Credits as You have in your account up to the amount specified for any particular product or service. Savings Credits may only be redeemed by the primary Member(s) listed on DirectBuy Travel account, upon verification of their membership information by an authorized DirectBuy Travel membership representative. Earnings and redemption options and schedules are available online at or by calling a DirectBuy Travel representative. Savings Credits redemptions may be combined with one another but may not be combined with any other discount or promotion.

3. **Cancellations.** If the purchase of a DirectBuy Travel product or vacation is cancelled without penalty, the amount of any Savings Credits redeemed to purchase that product or book that vacation will be refunded to your DirectBuy Travel membership account. If cancellation of a vacation booked using Your Savings Credits occurs within penalty, Your Savings Credits will be the last funds applied against penalty. If any Savings Credits remain after penalty they will then be returned directly into DirectBuy Travel membership account. If for any reason Savings Credits are applied to a booking after booking has been made and a cancellation of the booking becomes necessary, Savings Credits will be refunded to DirectBuy Travel membership account only after all applicable vacation provider and/or supplier penalties have been paid by the Member. Upon cancellation or refund of the purchase of a DirectBuy Travel product, any Savings Credits awarded may be withdrawn at DirectBuy Travel's sole discretion.

4. Limitations, Variations, and Inactivity. DirectBuy Travel Savings Credits have no cash value and are not transferable. The usage of Savings Credits for redemption, including minimums and maximums, are subject to change at the discretion of DirectBuy Travel, and without prior notice to You. Membership accounts with Savings Credits balances of less than \$10 that have not had any online or offline activity for two years may be closed at the sole discretion of DirectBuy Travel. Your DirectBuy Travel Membership may be suspended if you do not remain in good standing with DirectBuy or DirectBuy Travel, and DirectBuy Travel may impose a reasonable fee for reinstatement or reactivation. Savings Credits may not be used to pay reinstatement or reactivation fees. DirectBuy Travel reserves the right to cancel or withdraw all Savings Credits in a Member's DirectBuy Travel account if the member does not remain in good standing with DirectBuy or DirectBuy Travel for ninety (90) days or more.

5. **Customer Service.** Please contact DirectBuy Travel at the customer service telephone number located on the DirectBuy Travel website if You believe there are any Savings Credits amounts that have not been credited to your membership account or for any questions related to your available Savings Credits balance.

# PRICES AND RATES

The price of products and services, and rates listed for each travel product are based on the terms and conditions of the actual product description within each individual transaction. Government fees, fuel surcharges, and taxes are additional, unless otherwise stated. Travel product rates are based on space availability and subject to change without notice. Additional fees may apply. Special rates may not be applicable with other offers. All offers and upgrades are for selected dates and are subject to availability. Other restrictions may apply. All prices and dates may not be available at time of booking. All information is subject to change without notice. In addition, all travel providers retain certain rights to increase fares and rates (including, without limitation, taxes, service charges, airport charges, and government fees), modify itineraries, change availability, and changes and/or discontinue promotions and/or special offers, at any time for any reason. Any increase in price imposed by the travel provider will be passed on to You, and You agree to such increase, unless otherwise stated in the terms and conditions of your individual travel transaction.

Please keep in mind that the cruise certificate covers everything except the variable fees charged by the cruise lines. Variable fees are based on the itinerary you select and include, but are not limited to, fuel surcharges, cruise line pass through fees, port fees, customs fees and government taxes.

## DIRECTBUY TRAVEL TRANSACTION FEES

DirectBuy Travel Transaction Fees are subject to change, from time to time, at the sole discretion of DirectBuy Travel without prior notice. Any changes in published booking or other fees are disclosed at time of purchase.

#### CURRENCY

All fees and charges are stated and payable in United States Dollars (USD).

#### PAYMENT

DirectBuy Travel products and services may be purchased with any valid credit card. You may purchase products or services with a debit card that displays a Visa or MasterCard. Charges usually occur on the same business day, but they may take up to three (3) business days for processing. If there are any complications with your credit card or debit card transaction, DirectBuy Travel will make reasonable efforts to contact You, but DirectBuy Travel reserves the right (without refund or credit) to cancel your confirmed booking if payment is denied by your financial institution. You will be responsible for any travel provider penalties assessed due to a payment being rejected by your financial institution. Additionally, DirectBuy Travel will assess a \$25.00 USD fee per person if any transaction is denied by your financial institution at any time after a deposit is taken; after final payment has been taken, the fee is \$50.00 USD per person. To make other final payment arrangements or if You experience technical difficulties with the site and are not sure of the status of Your reservation or payment, please contact DirectBuy Travel at the customer service telephone number located on the DirectBuy Travel web page for assistance.

# CANCELLATION/CHANGES

The fees assessed as a result of a cancellation or change are set forth on the Booking Confirmation document you will receive upon purchasing travel and apply to all transactions purchased through DirectBuy Travel. Each travel provider has specific cancellation policies and penalties. Travel provider policies may treat name changes and departure date changes as cancellations.

In the event You must cancel any travel booking, please contact DirectBuy Travel immediately, either at the customer service telephone number located on the DirectBuy Travel web page, or in writing, at the following address: DirectBuy Travel, 15501 N. Dial Boulevard, Scottsdale, Arizona, 85260, or at the following fax number: 602-626-2654. Cancellations will be effective as of the date of receipt of the request. It is your responsibility to ensure cancellation requests are properly transmitted. Refunds are usually processed within 7 to 10 business days, but may take up to six (6) to eight (8) weeks from the cancellation date.

#### LIMITATION OF LIABILITY

DIRECTBUY TRAVEL SHALL NOT BE LIABLE FOR AND DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY LOSS, DAMAGE, DELAY, DEATH OR INJURY TO PERSON OR PROPERTY ARISING FROM OR AS A RESULT OF THE ACTS OR OMISSIONS AND/OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN) OF THE TRAVEL PROVIDERS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. DIRECTBUY TRAVEL'S LIABILITY FOR ANY CLAIM ARISING FROM OR AS A RESULT OF THE ACTS OR OMISSIONS AND/OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN) OF DIRECTBUY TRAVEL WILL BE LIMITED TO THE FEES PAID BY YOU TO DIRECTBUY TRAVEL FOR THE TRAVEL PURCHASE. IN NO EVENT WILL DIRECTBUY TRAVEL AND/OR OVC BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF NOTIFIED OF THE POSSIBILITY OF SAME. THIS LIMITATION SHALL ALSO APPLY TO DIRECTBUY TRAVEL AFFILIATED COMPANIES, SUCCESSORS, ASSIGNS AND AGENTS OF DIRECTBUY TRAVEL.

## **GOVERNING LAW**

These Terms and Conditions and DirectBuy Travel Subscription shall be governed exclusively by the laws of the State of Arizona. Any action at law or in equity by a Subscriber or Subscriber's guest, whether using any product or service or vacationing with the Subscriber or traveling under a Booking Confirmation/Travel Receipt, to seek any remedy against DirectBuy Travel or its associated entities, designees, or contractors must be submitted must be submitted exclusively to the jurisdiction of the state courts located in Phoenix, Arizona (USA). In the event a Subscriber or Subscriber's guest initiates an action at law or in equity and DirectBuy Travel prevails, that Subscriber or Subscriber's guest shall pay all costs incurred by DirectBuy Travel in defending such action, including reasonable attorney's fees, paralegal fees and court costs.

#### AGE RESTRICTIONS

If required by a particular travel provider, the subscribing member is required to be 21 years of age or older. Guests under the age of 21 must be accompanied by a parent, relative, or guardian 25 years or older as part of the travel transaction. Some travel providers may have additional age related restrictions. Please note the terms and conditions on the individual product descriptions for more details when you are shopping for your travel service.

#### ADDITIONAL TRAVEL TERMS AND CONDITIONS

The following Terms and Conditions apply to purchases of travel or travel services and in the event of any conflicts between this section and the any other section of these Terms and Conditions shall take precedence and prevail with respect to the purchase of travel or travel services by DirectBuy Travel Subscribing Members.

1. **Booking Confirmation/Travel Receipt.** Reservations must be confirmed in writing electronically by DirectBuy Travel or its designee ("Booking Confirmation/Travel Receipt"). This document will be sent to You within 7 to 10 business days but may take as long as two weeks from the booking date to be received. Multiple Booking Confirmations/Travel Receipts will not be issued. Travelers' names on the Booking Confirmation/Travel Receipt must accurately reflect their complete legal names as they appear on their respective proof of citizenship documents. It is Your sole responsibility to review and verify all information on the Booking Confirmation/Travel Receipt for accuracy and completeness, and check the spelling of all names carefully. Notify DirectBuy Travel immediately using the contact information included in the booking confirmation if any changes or corrections are needed. Failure to do so constitutes acceptance of the information contained on the Booking Confirmation/Travel Receipt as accurate.

2. Maximum Occupancy. In no event may the total number of people booked exceed the maximum occupancy set forth by the travel provider.

3. Identification Documentation. Travel providers may require that travelers have in their possession proper documentation required by the United States and/or any foreign countries visited. The names on the Booking Confirmation Receipt must match such documentation exactly. Travelers are advised to consult with the appropriate governmental agencies and embassies to determine what documentation will be required for them and their guests. DirectBuy Travel assumes no responsibility for advising travelers of immigration, visa, customs, and other government requirements. No refund will be issued if You fail to bring proper documentation and are refused travel provider service/accommodation.

4. **Travel Documents.** Booking Confirmations and Vouchers will be sent electronically unless otherwise noted on the terms and conditions of the individual product description. If paper vouchers are required, they will be sent overnight to the billing address of the credit card provided by You approximately two weeks prior to travel. If vouchers are used in any transaction, they are valid only for the person(s) named thereon and cannot be transferred or modified without the travel provider's prior written consent. When a name change is required additional fees may apply. Notify DirectBuy Travel using the contact information included in the booking confirmation immediately if changes or corrections are required.

5. **Travel Destinations.** Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. DirectBuy Travel urges passengers to review travel prohibitions, warnings, announcements and advisories issued by the United States Government 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, www.tsa.gov, www.dot.gov, www.faa.gov, www.teas.gov/ofac and www.customs.gov. BY OFFERING FOR SALE TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, DIRECTBUY TRAVEL DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

#### **ADDITIONAL GOLF TERMS & CONDITIONS**

The following Terms and Conditions apply to purchases of golf or golf products and services and in the event of any conflicts between this section and any other section of these Terms and Conditions, this section shall take precedence and prevail with respect to the purchase of golf or golf products services by DirectBuy Travel Subscribing Members.

1. **Cancellation and Modification.** Reservations are non-refundable within 24 – 72 hours of the tee time or as determined by the golf course. Cancellations outside of the golf course cancellation period may be made by contacting DirectBuy Travel using the contact information included in the booking confirmation. You will receive a confirmation of the cancellation within 24 hours. If the course officially closes, contact DirectBuy Travel using the contact information included in the booking confirmation for assistance with rebooking or refunding your tee time reservation. Reserved Tee Times cannot be moved to another course, date or time. The displayed course, date, and time is when the round must be played unless you give prior notice and receive confirmation directly from DirectBuy Travel. If you fail to show up for the Tee Time, the entire amount of the reservation will be forfeited. Golf travel packages are covered as vacation packages within DirectBuy Travel Terms and Conditions above.

2. Best Value Guarantee. For Golf Tee Times, Best Value Guarantee applies only to the posted rate as displayed on the same golf course's own public facing website and does not include walk-up rates or specials that cannot be verified against the course's website.