

Terms and Conditions

1. INTRODUCTION

In these terms and conditions the terms "**we**", "**us**", "**Company**" and "**Hotels.com**" refer to Hotels.com, L.P., a Texas Limited Partnership having its registered office at 5400 LBJ Freeway, Suite 500, Dallas, Texas 75240 , USA, its affiliates and/or their respective suppliers and providers, and "**you**" refers to the individual person creating an account with us and/or the customer booking a reservation directly through this website, or indirectly through any of our affiliates through whom we provide services.

These terms and conditions have the following sections:

- (1) Introduction
- (2) Use of Hotels.com website
- (3) Privacy Statement
- (4) Types of Products and Services
- (5) Supplier Rules and Restrictions
- (6) Travel Destinations and Travel Advice
- (7) How We Order Your Search Results
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- (9) Service Fees, Taxes and Tax Recovery Charges
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- (16) User Reviews, Comments, Photos and Content
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- (22) Links to Third-Party Sites
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2. USE OF HOTELS.COM WEBSITE

The Hotels.com website is provided by Hotels.com solely to assist customers in researching, finding and determining the availability of travel-related goods and services and to make legitimate reservations or otherwise transact business with suppliers, and for no other purposes.

This website is offered to you and is conditioned on your acceptance without modification of the conditions, terms and notices contained in these terms and conditions as they exist at the time of your relevant use of the website including when any travel reservation is made (as applicable). All use of your account by you and use by us of the information related to your account are subject to these terms and conditions. In addition, these terms and conditions (and any supplier rules and restrictions referenced below and/or made available to you before you complete any booking) apply to the offering and providing of services via this website. Your use of this website constitutes your agreement to all such conditions, terms and notices contained in these terms and conditions and it is your responsibility to familiarise

yourself with these terms and conditions and any supplier rules and restrictions. If you do not agree with these terms and conditions, then you are not authorized to use this website. Hotels.com may extend the benefit of the arrangements in these terms and conditions to affiliates which offer an online travel service.

Hotels.com reserves the right to change the terms, conditions, and notices contained in or referred to in these terms and conditions and under which this website/these services are offered at any time and suppliers may change supplier rules and restrictions referred to in these terms and conditions at any time, and you agree to accept and be bound by those terms that are in effect at the time of your relevant use of this website and its facilities including when any travel reservation is made by you (as applicable). These terms and conditions may not be changed by any unauthorized person, including employees of Hotels.com.

We recommend you save or print a copy of these terms and conditions when making a booking/reservation, for reference.

You warrant that you are at least 18 years of age (or the age of majority in your country) and possess the legal authority to enter into this agreement and to use this website in accordance with all terms, conditions and notices herein.

You agree to be financially responsible for all of your use of this website (as well as for use of your account by others, including, without limitation, minors living with you), including that you shall be completely responsible for all charges, fees, duties, taxes and assessments arising out of your use of this website. You agree to supervise all usage of this website by minors under your name or account. You also warrant that all information supplied by you or members of your household in using this website is true and accurate.

This website is for your personal and non-commercial use only. The content and information on this website (including, without limitation, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to Hotels.com or its suppliers and providers. Accordingly, as a condition of using this website, you agree not to use this website or its contents or information for any commercial or non-personal purpose (direct or indirect). While you may make limited copies of your travel itinerary (and related documents) for travel or services purchased through this website, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from this website. In addition you agree not to:

- use this website or its contents for any commercial purpose, such as (but not limited to) making reservations for travel services or other products for the purposes of resale;
- access, monitor or copy any content or information of this website using any robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of Hotels.com;
- violate the restrictions in any robot exclusion headers on this website or bypass or circumvent other measures employed to prevent or limit access to this website;
- take any action that imposes, or may impose, in the discretion of Hotels.com, an unreasonable or disproportionately large load on the Hotels.com infrastructure;
- deep-link to any portion of this website (including, without limitation, the purchase path for any travel services) for any purpose without express written permission of Hotels.com; or
- use this website for any purpose that is unlawful or prohibited by these terms and conditions.

You agree that the travel services reservations facilities of this website shall be used only to make legitimate reservations or purchases for you or for another person for whom you are

legally authorized to act. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You understand that overuse, suspicious activity, signs of fraud, or abuse of the travel services reservation facilities of this website may result in Hotels.com cancelling any bookings associated with your name, email address, or account, and closing any associated Hotels.com accounts. Hotels.com may also cancel any bookings associated with your name, email address, or account, and close any associated Hotels.com accounts if you have made multiple reservations on this website and Hotels.com considers (acting reasonably) that any such reservation is for the purposes of reselling. If such reservations cancelled are non-refundable bookings, Hotels.com reserves the right not to refund you for the cancelled reservations.

If you have conducted any fraudulent activity, Hotels.com reserves the right to take any necessary legal action and you may be liable for monetary losses to Hotels.com, including litigation costs and damages.

To contest the cancellation of a booking, or freezing or closure of an account, please contact customer service at the telephone and further details set out in the 'contact us' portal under 'Support and FAQs' on the website.

3. PRIVACY STATEMENT

Hotels.com believes in protecting your privacy. Please click [here](#) to view our current Privacy Statement, which also governs your use of the website, to understand our current practices.

4. TYPES OF PRODUCTS AND SERVICES

4.1. Accommodation bookings

4.1.1. Pay now/online or Pay later/at property

With certain properties, when booking via the website, you may be presented with the payment option to "pay now/pay online" or to "pay later/pay at property". If you select the "pay now/pay online" payment option, we will make the service available to you directly and you will be charged the amount in the currency that you select immediately. The company taking that payment and charging your credit card will be TPX or another member of the Hotels.com companies (as defined below) doing business as Hotels.com, taking such payment on behalf of Hotels.com L.P. 'TPX' means Travel Partner Exchange S.L. whose registered office is Paseo Milicias de Garachico 1, Edificio Hamilton, oficina 79 38002 Santa Cruz de Tenerife Islas Canarias, Spain.

If you select the "pay later/pay at property" option, the property will charge you in the selected currency of the relevant property at the time of your stay. Where the "pay later/pay at property" option has been selected, the property makes the service available to you directly. For these transactions, you will enter into a contract with the property and we will act solely as an intermediary between you and the property (but not as a payment intermediary), transmitting the details of your reservation to the relevant property and sending you a confirmation email for and on behalf of the property. If you select the "pay later/pay at property" option and you do not show up or cancel the booking, the property may impose a no-show or cancellation fee (the detail of any fee will be notified to you as part of the booking process). In this event, either the property or we will charge the property's no-show or cancellation fee in the property's relevant currency.

Whether the service is made available to you by us when you pay online, or made available by the property when you opt to pay later, you will be provided with the terms and conditions and rules and restrictions of the property during the course of booking and in your confirmation email.

4.1.2. Confirming, changing or cancelling accommodation bookings

The Booking Confirmation, which includes the essential elements such as the description of the service(s) booked and the price, will be sent to you by e-mail. If you do not receive a Booking Confirmation e-mail within 24 hours of placing the booking, please contact customer services. It is expressly agreed that the data stored in the information systems of Hotels.com or its suppliers shall constitute proof with respect to the bookings made by you. Data stored in computers or electronic media are valid proof and shall therefore be acceptable under the same conditions and with the same evidential value as a physical written document.

You can change or cancel your lodging booking either online under Reservations when signed into your Hotels.com account, by emailing our customer services at help@hotels.com or contacting customer services at the further details set out in the 'contact us' portal under 'Support & FAQs' on the website.

You do not have an automatic right to cancel your contract with us or booking with the property unless such rights are provided by the property to which your reservation relates under their specific rules and restrictions, which will be provided to you prior to you completing any booking.

You agree to pay any supplier required cancellation or change fees that you incur when the property makes the service available to you directly. When we make the service available to you, we reserve the right to pass along to you any cancellation or change fees we incur when cancelling or changing your reservation(s) with the property. In some cases, some properties do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the reservation. You agree to abide by the terms and conditions imposed with respect to your reservations.

You can change your guest name, bed type, smoking preference, special requests, accessibility options, room type, number of guests and travel dates at no charge to you by Hotels.com, however suppliers may impose change and/or cancellation fees. Charges vary by reservation, so please review the rules and restrictions made available to you prior to making any booking. You can also see your confirmation email for details.

Hotels.com (and the applicable suppliers) reserve the right to cancel a reservation if full payment for any amounts including any applicable change fee relating to the reservation are not received in a timely fashion.

In the event that a property is unable to honour your booking, Hotels.com will not be liable for any cost incurred due to relocation.

If you do not show for the first night of your reservation but plan to check-in for subsequent nights in the reservation, you must confirm the reservation with Hotels.com no later than the original date of check-in to prevent cancellation of the whole booking. If you do not confirm the booking changes with Hotels.com the whole booking may be cancelled and refunds will only be due to you in line with the Rules and Restrictions of the particular property, as notified in the booking process.

4.1.3. Large group and long stay bookings

You may not book more than 8 rooms online for the same property/stay dates. If we determine that you have booked more than 8 rooms in total in separate reservations, we may cancel your reservations, and charge you a cancellation fee, if applicable. If you paid a non-refundable deposit, your deposit will be forfeited. If you wish to book 9 or more rooms, you must contact our group travel specialists by phone or by filling out the group travel form online. One of our group travel specialists will research your request and contact you to complete your reservation. You may be asked to sign a written contract and/or pay a non-refundable deposit.

You may not book more than 28 nights online for the same property. If we determine that you have booked more than 28 nights in total in separate reservations, we may cancel your reservations, and charge you a cancellation fee, if applicable. If you paid a non-refundable deposit, your deposit will be forfeited. If you wish to book 29 nights or more, you must contact Hotels.com's long stay travel specialists by phone or by filling out the long stay travel form online. One of our long stay travel specialists will research your request and contact you to complete your reservation. You may be asked to sign a written contract and/or pay a non-refundable deposit.

4.2. Linked travel arrangements

'Linked Travel Arrangement' means the same as the definition of a "linked travel arrangement" in the Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on Package Travel and Linked Travel Arrangements as implemented into national law ('Directive (EU) 2015/2302'). Directive (EU) 2015/2302 as transposed into national law is available here: <https://eur-lex.europa.eu/legal-content/EN/NIM/?uri=CELEX:32015L2302>.

In certain circumstances and depending on the travel services offered from time to time, a Linked Travel Arrangement may be formed as a result of travel services you decide to book on or via this website. Where this possibility arises, you will be directed to read the important information below.

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via Hotels.com, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. Therefore, Hotels.com will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book a product with a third party such as car rental for your trip via a link on the confirmation page or confirmation email not later than 24 hours after receiving the confirmation of the property booking from Hotels.com, those travel services will become part of a linked travel arrangement. In that case Hotels.com has, as required by EU law, protection in place to refund your payments to Hotels.com for services not performed because of Hotels.com's insolvency. Please note that if any of your payments go directly to the relevant travel service provider Hotels.com has not taken out any protection to refund you in the event of the insolvency of the relevant service provider. More information on insolvency protection is set out below:

Hotels.com has taken out insolvency protection by way of an insurance with International Passenger Protection Limited and underwritten by Liberty Mutual Insurance Europe SE, for any monies paid directly to Hotels.com. Travellers may contact International Passenger Protection Limited (Claims Office, IPP House, 22-26 Station Road, West Wickham, Kent, BR4 0PR, Tel 0345 2661872, Email: Insolvency-claims@ipplondon.co.uk) or via the contact and claim options at <https://www.ipplondon.co.uk/claims-consumers.asp> if the services are denied because of Hotels.com's insolvency. Note: This insolvency protection does not cover contracts with parties other than Hotels.com, (for example which can be performed despite Hotels.com's insolvency).

5. SUPPLIER RULES AND RESTRICTIONS

Where we make the services available to you directly, these terms and conditions incorporate the suppliers' terms or conditions/rules and restrictions which are made available to you before any booking is made and which you accept at the moment that a booking is actually placed. Please read these supplier terms carefully. You agree to abide by these terms and conditions as well as the suppliers' terms or conditions/rules and restrictions, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. It is your

responsibility to familiarise yourself with the suppliers' terms and conditions before making a booking.

You acknowledge that some third-party providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's terms and conditions may result in cancellation of your reservation(s) or purchase, in your being denied access to any flights, properties, or automobiles, in your forfeiting any monies paid for such reservation(s) or purchase, and in Hotels.com debiting your account for any costs Hotels.com incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this website.

6. TRAVEL DESTINATIONS AND TRAVEL ADVICE

You are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Hotels.com urges passengers to review travel prohibitions, warnings, announcements and advisories issued by the relevant Government Authority (eg <https://www.dfa.ie/travel/travel-advice/>).

BY FEATURING TRAVEL PRODUCTS IN PARTICULAR DESTINATIONS ON THE WEBSITE, HOTELS.COM DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH DESTINATIONS IS ADVISABLE OR WITHOUT RISK, AND WILL NOT BE LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

Health: Recommended inoculations for travel may change at any time and you should consult your doctor on current recommendations before you depart. It is your responsibility to ensure that you obtain the recommended inoculations, take all recommended medication and follow all medical advice in relation to your trip.

7. HOW WE ORDER YOUR SEARCH RESULTS

There are many travel options available on our sites and we want to make your search results as relevant as possible. That's why we offer lots of ways to help you search for and plan your travel.

Our site uses complex, dynamic algorithms to ensure your search results are ordered efficiently.

On the search results page, you can select how to sort the results we display, and also use filter options to see only those search results that meet your chosen preferences. If you don't decide to use these features, then you'll see our chosen default sort order which orders results as follows:

for Accommodation

- Results are ordered starting with the most relevant and competitive offers based on a range of factors, including a property's offered price compared to its historical prices, its guest rating, number of reviews, number of bookings to date, and location (relative to your destination search).
- They are also further differentiated by traveller satisfaction factors, including the range and quality of images and information provided for properties, the number of guest relocations and the number of refunds due to complaints about stays, property availability on our sites, and the overall price competitiveness for our travellers.
- In addition, how much we are paid (eg: commissions from accommodation or compensation on bookings) when you book a property and such booking is completed is one of the factors taken into consideration when determining the relative order of properties with similar offers in our search results listings. What we are paid recognises

the part we play in listing the property on our site, facilitating the booking and facilitating your stay at the property. Where we are displaying properties with a similar offer, then a booking from which we are paid more commission or compensation will feature higher in our search results listing compared to other properties with similar offers where we are paid less commission or compensation on the booking.

for Things to Do

- Results are ordered by taking into account factors such as price, searched-for experiences, location including distance from accommodation options, traveller reviews and local research. In addition, they may also take into account number of bookings to date and compensation we may earn on a booking.

for Flights

- Results are ordered lowest to highest price. Where two flights have the same price, the shorter flight is listed first.

for Combined Searches and Vacation Packages

- Results are ordered by the criteria outlined above for each individual component.

If you select a specific **sort order option** such as those prioritising price, deals, guest reviews, property class or rating, distance from centre, etc., the results list will be ordered with a focus on your selected priorities, using the factors described above as they relate to your search. This will also be the case for some pages that showcase offers in a destination or for a style of accommodation, etc.

If you apply a **filter**, the results list will be presented using the factors described above as they relate to your search, filtered by the specific feature(s) and amenity(ies) you've selected. We're constantly updating our systems and testing new ways to refine your results to make them as relevant as possible to accommodate your needs.

8. PRICES

The price of the travel services will be as quoted on the website from time to time, except in cases of obvious error. Prices are liable to change at any time, but changes will not affect bookings already accepted, except in cases of obvious error. Despite Hotels.com's best efforts, some of the travel services listed on the website may be incorrectly priced. HOTELS.COM EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON PENDING RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR PENDING RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY. Neither Hotels.com nor any property is under any obligation to provide travel services to you at an incorrect (lower) price, even after you have been sent confirmation of your booking.

You acknowledge that Hotels.com pre-negotiates certain room rates with properties to facilitate the booking of reservations. The room rate displayed on the website is a combination of the pre-negotiated room rate and an amount retained by Hotels.com. You authorize Hotels.com to book reservations for the total reservation price, which includes the room rate displayed on the website, plus applicable taxes or tax recovery charges, service fees, and where applicable, taxes on the Hotels.com services. You agree that your credit card will be charged by Hotels.com for the total reservation price. Upon submitting your reservation request you authorize Hotels.com, including Travelscape, LLC or Travel Partner Exchange, S.L. (TPX), to facilitate your reservations, including making payment arrangements with properties.

9. SERVICE FEES, TAXES AND TAX RECOVERY CHARGES

We retain service fees as part of our compensation for making your travel reservation. Service fees vary based on the amount and type of reservation.

You acknowledge that, depending on applicable law, Hotels.com may collect taxes on “pay now/pay online” property transactions for remittance directly to applicable taxing authorities or it may collect tax recovery charges. Tax recovery charges are a recovery of the estimated taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc.) that Hotels.com pays to the property supplier for taxes due on the property's rental rate for the room. If a tax recovery charge applies, the property suppliers invoice or charge Hotels.com for certain amounts, including the tax recovery charge amount. The property suppliers are responsible for remitting applicable taxes to the applicable taxing jurisdictions.

Taxability and the appropriate tax rate vary greatly by location. Hotel.com's actual tax cost paid to the vendor may vary from the tax recovery charge, depending upon the rates, taxability, etc. in effect at the time of your actual use of the property.

TAXES

Accommodations

Sales, use and/or local hotel occupancy taxes are imposed on the amounts that we charge for our services (service fee and/or facilitation fee) in certain jurisdictions. In some jurisdictions, we are required to collect and remit state and/or local taxes on either the entire amount of your booking or on the room rate paid to the hotel. The actual tax amounts on our services may vary depending on the rates in effect at the time of your hotel stay.

Other Travel Services

In some jurisdictions, we may be required to collect and remit state and/or local sales taxes on the total amount of your booking or, in some cases, on the rate that we pay to the travel supplier (i.e. rental car company, etc.).

10. PAYMENTS

The price of services booked on the website or by telephone must be paid either to (i) Hotels.com or TPX or (ii) directly to the suppliers. Payment may be charged by more than one party (as will be shown on your bank or credit card statement) however the total amount charged will not exceed the total price of the services. Please refer to the details shown during the reservation process to confirm how and when payment will be made.

Tax rates and foreign exchange rates could change in the time between booking and stay. You shall provide the details of your payment card and the supplier or Hotels.com will often have to verify: (i) the validity of the payment card (through a charge of a nominal value that is either refunded within a few days or deducted from the final payment due to the supplier) and, (ii) the availability of funds on the payment card (to be confirmed by the bank issuing your credit card). Hotels.com and properties reserve the right to cancel your booking if full payment is not received in a timely fashion.

Many bank and credit card companies charge their account holders a transaction fee when the card issuer and the merchant location (as defined by the card brand (e.g. Visa, MasterCard, American Express) are in different countries. The currency exchange rate, if applicable, and any transaction fee are determined solely by the bank or other agency processing the transaction. These fees may be applied by the card issuer as a charge to the cardholders account. This means the amount listed on your credit or debit card statement may be a different figure than the figure shown on the billing summary page for a reservation booked on this website. If you have any questions about these fees or any exchange rate applied to your booking, please contact your bank. Some banks and card issuing companies impose fees for cross border or international transactions. For example, if you are making a

booking using a card issued in a different country from the merchant's location, your card issuing company may charge you a cross border or international transaction fee. In addition, some banks and card issuing companies impose fees for currency conversion. For example, if you are making a booking in a currency other than the currency of your credit card, your credit card company may convert the booking amount to the currency of your credit card and charge you a conversion fee. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank or card issuing company.

In addition to card payments, you may be presented with further payment options, such as payment by instalments, offered by parties other than Hotels.com ("**3rd Party Payment Options**"). If you select a 3rd Party Payment Option you will do so pursuant to such 3rd party's applicable terms and conditions which shall be read and accepted by you when selecting the relevant payment option and will form a contract between yourself and such 3rd Party. Our customer care agents are unable to provide advice regarding 3rd Party Payment Options. Questions related to 3rd Party Payment Options must be directed to such 3rd Party directly.

11. CURRENCY CONVERTER

If a currency converter is available on the website, the currency rates displayed are based on various publicly available sources and should be used as guidelines only and we and/or our respective suppliers do not warrant or guarantee accuracy.

12. PRICE GUARANTEE

If you find a lower rate on Hotels.com or on another website by 23:59 local time the day before your stay, we will offer you the difference subject to the price guarantee terms and conditions below.

Package reservations and reservations of non lodging services are not eligible for this guarantee, and other terms and conditions apply, as per the below.

12.1. Submitting a Claim

- **For non-refundable bookings:** Hotels.com will compensate you by issuing a coupon for use on a lodging booking on the website with a value corresponding to the price difference. The coupon can be used on a future pre-paid lodging booking on the Hotels.com website. You must contact the customer call centre or submit your request using the online Price Guarantee form by 23:59 local time the day before your stay. The room with the lower rate must be available for booking at the time you contact us, as determined by our customer service representatives. Coupons will be sent to you by email promptly after your request has been made and verified by Hotels.com. Coupon terms and conditions will apply (see below under 'Discount Codes').

- **For refundable bookings:**

- a) Where the cheaper rate is found on Hotels.com: You can either call the customer call centre by 23:59 local time the day before your stay or cancel your existing booking online under Your Bookings when signed into your Hotels.com account and rebook online at the cheaper price. If you call us, the room with the lower rate must be available for booking at the time you contact us, as determined by our customer service representatives. At your request, the customer service representative will rebook the room found at the lower rate using the payment details that you give on the phone. Your original booking will be cancelled by our customer service representative, and you will receive a refund for the price originally paid. Refunds will be processed by Hotels.com immediately, but your bank can take up to 30 days to process the refund.

- b) Where the cheaper rate is found on a competitor's website: Hotels.com will refund the price difference. You must contact the customer call centre or submit your request using the online Price Guarantee form by 23:59 local time the day before your stay. The room with the

lower rate must be available for booking at the time you contact us, as determined by our customer service representatives. Refunds will be processed by Hotels.com upon verification of your request, but your bank can take up to 30 days to process the refund.

Verified refund requests will receive a credit to the card used for the reservation. Where you have paid for your property at the time of booking, we will send your refund upon verification of your request. Where you have chosen to pay for your Hotels.com booking later at the property and you have found the cheaper price on another website, you must pay the property the original price upon arrival and we will send your refund after you have completed your stay. Note, any refunds may take up to 30 days or the next billing cycle to appear on your statement.

12.2. Comparison must be to same itinerary

The Price Guarantee is available only for exact itinerary matches, including property, room type, applicable cancellation policy, and dates of travel as booked through Hotels.com. In addition, the comparison must be to the same property purchased stand-alone through another website. For example, properties booked on another website as part of a package will not be eligible for the Price Guarantee. The Price Guarantee applies to the cost of booked travel, including any taxes and fees collected by us from you at the time of booking. The Price Guarantee does not apply to any taxes or fees collected by any third party from you, such as those taxes and fees a property may collect directly from you when you stay at the property. The Price Guarantee is not available for bookings on websites where the property or other booking details are unknown until after purchase. You must meet all requirements imposed on the lower price (if any), including, without limitation, residency, regional and age-related requirements.

12.3. Comparison must be available to the general public

The Price Guarantee applies only to prices both advertised and available to the general public. It also applies to our Secret Prices. The Price Guarantee does not apply to rates offered on competitors' membership program websites; corporate discounts or rates; group, charter, rewards program, incentive, meeting, convention, consolidator or interline prices; prices obtained via auction or similar process; or prices available only by using a coupon or other promotion not offered to the general public. The lower rate may not come from a website where you call to get the rate, or from an e-mail that you received.

12.4. Claim Verification

All requests are subject to verification by Hotels.com. We will not accept screenshots or other purported evidence of a lower price that we cannot independently confirm. 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.

12.5. Changes to Price Guarantee

We reserve the right in our sole discretion to modify or discontinue the Price 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 booking will determine your eligibility under the Price Guarantee. Our failure to enforce any provision of these Price Guarantee terms and conditions shall not constitute a waiver of that provision.

13. DISCOUNT CODES

From time to time, there may be discount codes which are available for use on this website. Discount codes ("**Coupons**") may be applied to pre-paid property bookings, excluding bookings at non-participating properties whose list will be made available along with each specific Coupon. Participating properties are subject to change at any time. Coupons are subject to the rules below and for further specific restrictions on use of Coupons please see the relevant Coupon communication.

- Coupons with a discount in a specific currency (e.g. 10 Euro off) cannot be used for bookings paid for in a different currency.
- In case of booking of multiple rooms (i.e., when you book 2 or more rooms in the same booking) (i) the discount only applies to the price of the first room included in the booking request, and (ii) any minimum spend requirements must be met in the booking of that first room, before taxes and fees.
- Coupons cannot be combined with other coupons, promotions, or special offers or used when redeeming your Hotels.com Reward Night(s).
- Only one Coupon per booking may be used. Usual booking terms and conditions apply, and all bookings are subject to availability. Coupons cannot be sold or transferred.
- All taxes, fees, charges, and surcharges are applicable to reservations made using Coupons. These charges must be paid at the time of the reservation or directly at the property and are your responsibility.
- Coupons have value only when redeemed in accordance with all terms and conditions of the offer. Except as otherwise stated in Coupon's terms and conditions, Coupons have no cash value and no refunds or cash alternative will be offered if a Coupon is redeemed in part.
- Single-use Coupons will be deemed fully used once a qualifying reservation has been made and will not be returned or replaced and there will be no refund if a Coupon is redeemed in part. Multiple-use Coupons will be deemed fully used in accordance with the restrictions set out in the individual Coupon terms and conditions.
- If the travel stay dates are changed after the use of a Coupon, then that Coupon will not apply to the changed travel schedule. Coupons may not be used for any previously purchased reservation.
- Coupons may not be (a) published, transferred or sold by you, or (b) obtained through unauthorised channels, altered, copied, forged or tampered with in any way. Such action will result in the Coupons being deemed void and may constitute fraud.
- Coupons cannot be used by travel agencies affiliated to the Hotels.com travel agency program.

Hotels.com may in its absolute discretion and without giving any reasons, cancel all bookings made using Coupons if in its reasonable opinion you have (a) breached these terms and conditions or the Coupon's terms and conditions, (b) used a void Coupon, (c) used Coupons with a view to re-selling any accommodation booked, or (d) otherwise acted fraudulently. Hotels.com reserves the right not to refund you for the cancelled bookings, including any non-refundable bookings.

Hotels.com reserves the right to vary the Coupon conditions of use or to withdraw Coupons at any time and to cancel any bookings made where the Coupons have been used to make any speculative, false or fraudulent bookings, any bookings in anticipation of demand or any bookings made with Coupons sent in error.

14. SECRET PRICES

Hotels.com Secret Prices ("**Secret Prices**") are available to the following customers:

- Hotels.com Rewards members;
 - If you are signed in to your Hotels.com account when browsing the website, you will automatically be shown Secret Prices on selected properties where the "Your Secret Price" banner is displayed.
- users of the Mobile Application (as defined in these terms and conditions below).
 - When using the Mobile Application, you will automatically be shown Secret Prices on selected properties where the "Your Secret Price" banner is displayed. A user

of the Mobile Application will not see Secret Prices when accessing the website via other platforms, unless they are signed in as a Hotels.com Rewards Member.

Secret Prices are available on selected properties and on selected dates only. Secret Prices will only be displayed where applicable to your search and are liable to change at any time. Where a Secret Price is displayed next to a price which has been struck out (e.g. "~~£150~~ \$100"), the struck-out price is based on the property's standard rate on our site, as determined and supplied by the property. The "Prices" section of these terms and conditions will also apply to Secret Prices.

15. Hotels.com™ REWARDS

Hotels.com Rewards is a Hotels.com loyalty program (the "**Program**"). For each night you book and stay at an eligible Hotels.com Rewards property you collect one stamp ("**Stamp**"). When you collect 10 Stamps with us, we give you 1 reward night to redeem ("**Reward Night**"). This Reward Night does not include taxes and fees, which you must pay when redeeming your Reward Night. You will also need to pay a redemption fee ("**Redemption Fee**") when redeeming your Reward Night on our desktop/mobile website. You will not be charged a Redemption Fee when redeeming your Reward Night on our mobile app. All bookings must be made online or on our mobile app. You can only collect Stamps or redeem Reward Nights at an eligible Hotels.com Rewards property.

The Program is open to anyone over 18 years old (or the age of majority in your country) who signs up to Hotels.com with a valid email address, and then joins the Program. Companies, associations, or other groups may not join.

15.1. Rewards tiers

The Program has 3 tiers:

- Hotels.com Rewards,
- Hotels.com Rewards Silver and
- Hotels.com Rewards Gold.

You will join as a Hotels.com Rewards member. When you collect 10-29 Stamps in a membership year, you will qualify for Hotels.com Rewards Silver. When you collect 30 Stamps or more in a membership year, you will qualify for Hotels.com Rewards Gold. A membership year runs for a year from the date you first created an account, and each anniversary after that.

Silver and Gold members have a dedicated phone number they can call 24/7 to make or discuss their bookings and there are other benefits like early sale access and exclusive offers. These will all be available within 2 weeks of qualifying for Silver or Gold and will last for the rest of that membership year and the whole of the following membership year. If you do not collect enough Stamps to stay in Silver or Gold, we will move you down a tier for the next membership year.

15.2. Collecting stamps

You will collect 1 Stamp for every night you stay at an eligible Hotels.com Rewards property. Collect 10 Stamps and we give you 1 Reward Night. You must be signed in to your Hotels.com account when you book online and on our mobile app so we can add the Stamps you collect to your account after your stay. If you make a booking with us by phone, you must tell us the email address on your account so we know where to add the Stamps. Only

Hotels.com Rewards members collect Stamps. Other guests on the same booking do not, and you cannot collect Stamps for any property bookings you made before you joined the Program.

We will add any Stamps you collect to your account up to 72 hours after you check out of the Hotels.com Rewards property. If you collect Stamps but we later believe that you did not complete your stay (an **“Invalid Stamp”**), we reserve the right to remove these Invalid Stamps from your account. This could happen if you cancel your booking or did not check-in at the property, which would make the Stamps invalid. Invalid Stamps do not count towards the 10 Stamps you need to redeem a Reward Night. You may need to wait up to 35 days to redeem your Rewards Night if a number of your Stamps are collected via the “pay later/pay at property” option.

You can check your account to see how many Stamps you have collected at any time. Just sign in at Hotels.com, use our mobile app, or phone our call centre. You are responsible for making sure your account is correct. If you believe that you have not collected the correct amount of Stamps, we will look into this for you. If any bookings are invalid as mentioned earlier, we will remove them from your account.

In addition to the information above, you will not collect Stamps for the following:

- Bookings made with an affiliate Hotels.com website
- Bookings made before you joined the Program
- Package bookings i.e. property + flight
- Some bookings made using a discount coupon, voucher or code – you will need to check the terms for each of these
- Bookings made through Group Travel Services
- Bookings that do not cost you anything, i.e. are free

15.3. **Redeeming Reward Nights**

When you collect 10 Stamps, we will give you 1 Reward Night to redeem at any eligible Hotels.com Rewards property. You can redeem your Reward Night online and on our mobile app.

The maximum value of your Reward Night is based on the value of the 10 Stamps you collected as long as they have not expired. This value is equal to the average daily rate, excluding taxes and fees, of the Stamps you previously collected. If you collected a Stamp at a Hotels.com Secret Price (defined above), this price rather than the regular price will be used for the purposes of the calculation. You must pay for taxes, fees, meals and any other costs associated with your Reward Night. You must also pay the Redemption Fee when you redeem your Reward Night on our desktop/mobile website. You will not be charged a Redemption Fee when you redeem your Reward Night on our mobile app.

If you used different currencies when collecting your 10 Stamps, the value of each Stamp is currently calculated using the currency associated with the territory you were in when you joined the Program.

Reward Night stays are subject to all applicable booking terms and conditions. You will not collect a Stamp when you redeem your Reward Night. Stamps have no cash value, and you cannot redeem your Reward Night for cash.

If you redeem your Reward Night on a stay that is less than the maximum value of your Reward Night, you will not get the difference in cash, credit or anything else. You can redeem your Reward Night on a stay that costs more than the maximum value of your Reward Night – you just pay the difference.

If you have more than 1 Reward Night to redeem, you can choose which booking you want to apply it to. If you opt to use multiple Reward Nights on the same booking you will be charged a Redemption Fee for each Reward Night you redeem. You cannot combine your Reward Night with any other offer, discount coupon, voucher or code, unless the terms for each of these say you can. This means that when you book a stay and redeem your Reward Night, you generally will not be able to get an additional discount on that booking.

If you redeem your Reward Night on a booking that is longer than 1 night, we will automatically apply its value to the most expensive night in that booking, subject to its maximum value.

Reward Night stays are subject to all applicable cancellation policies that are passed onto us by the Hotels.com Rewards property. If you cancel a Reward Night for which, had you paid for the booking and cancelled it you would have been entitled to a full refund, we will return the Reward Night to your account and refund any Redemption Fee. If you cancel a Reward Night for which, had you paid for the booking and cancelled it you would have been entitled to a 1-99% refund, the Reward Night will not be returned to your account but we will return to you any Redemption Fee. If you cancel a Reward Night for which, had you paid for the booking and cancelled it you would have not been entitled to any refund, the Reward Night will not be returned to your account and any Redemption Fee will not be refunded to you.

If you want to change the dates of a booking that includes the Reward Night you redeemed, you will need to cancel the booking, wait for the Reward Night to be returned to your account, then rebook so you can apply your Reward Night to your new booking.

15.4. VIP Access properties

Silver and Gold Hotels.com Rewards members are eligible for exclusive amenities at selected VIP Access properties. Eligibility for the amenities is based on your Hotels.com Rewards tier at time of booking and the amenities to be provided will be as shown on the property listing at the time of booking. Amenities can vary by property and are subject to change at any time. A minimum length of stay may be required.

Properties participating in the VIP Access property network offer benefits which can vary by property and are subject to change at any time without notice. The amenities are intended for the primary account holder and will only be extended to additional travellers booked via the Silver and Gold member's account at the property's discretion and subject to availability.

Silver and Gold members are guaranteed complimentary WiFi at VIP Access properties. This refers to standard WiFi. Premium WiFi may be available for an extra charge. This is subject to change at any time.

Gold members may qualify to receive upgrades at check-in at participating VIP Access properties, subject to availability. Eligibility for the room upgrade is based on Hotels.com Rewards tier at time of booking. VIP Access property upgrades are intended for the primary account holder and will only be extended to additional rooms booked via the Gold member's account at the property's discretion and subject to availability. Room upgrades may include complimentary upgrades to a room category of greater value or quality. Instead of a room upgrade, travellers may receive assignment to a preferred floor or assignment to a preferred location on a floor, such as away from the lifts or ice machine. Room upgrade cannot be reserved.

Gold members may receive early check-in and late check-out at participating VIP Access properties, subject to availability. Eligibility for early check-in and late check-out is based on Hotels.com Rewards tier at time of booking. Early check-in and late check-out are intended for the primary account holder and will only be extended to additional travellers booked via the Gold member's account at the property's discretion and subject availability.

15.5. **Changes to Hotels.com™ Rewards, stamp expiry and program termination**

Your Stamps will not expire as long as you keep your account active at least once every 12 months. This means you must collect a Stamp or redeem a Reward Night in that time, and when you do, the expiry date will be extended for another 12 months. If you do not collect Stamps or redeem Reward Nights in a 12 month period, your Stamps will expire and we may deactivate your account. If this happens, your Stamps will not be reissued. Sign into your account to check when your Stamps are due to expire.

We may change our Hotels.com Rewards terms and conditions at any time, with or without notice, including the rules for collecting Stamps, the different membership tiers and their qualification requirements and associated benefits, the rules for redeeming your Reward Night, the list of eligible Hotels.com Rewards properties, and the maximum value of a Reward Night. We may communicate these changes to you by email or on our Hotels.com website so please make sure you check your account regularly.

Hotels.com Rewards has no end date and will continue until we close it, which could happen at any time. If we do close the Program, you will have 30 days from when we announce its closure to redeem any Reward Nights you have in your account. After that date, you will lose your Reward Nights and you will not be compensated.

By continuing to collect Stamps and redeem Reward Nights with Hotels.com Rewards, you accept any changes to these terms and conditions. You are responsible for keeping up to date on any changes that we may make. The most current version will always be available on our website.

15.6. **Hotels.com™ Rewards General**

We reserve the right to discontinue your membership if you act fraudulently or use the Program in a way that does not comply with our terms and conditions, or any federal or state laws, regulations, statutes or ordinances. If we discontinue your membership, you may lose your collected Stamps and benefits. We also have the right to take appropriate administrative and/or legal action, including criminal prosecution if necessary.

While you are signed up to Hotels.com Rewards, we may communicate any updates to your account or transactions to you by email. We may take back your Stamps at any time. You cannot sell or transfer your Stamps or combine them with another member's Stamps. Stamps and Reward Nights are not transferable if a member dies, if there is a domestic relations issue, or otherwise by operation of law. You agree that all disputes, claims and causes of action like these are resolved individually exclusively by the appropriate court of Ireland.

If you have any questions about these Hotels.com Rewards terms and conditions or your rights and obligations, these will be governed, and construed in accordance with, the laws of Ireland.

The Program is void where prohibited by law. Our failure to enforce any provision of these Hotels.com Rewards terms and conditions shall not constitute a waiver of that or any other provision.

Our decision on all questions or disputes regarding the Program is final.

16. USER REVIEWS, COMMENTS, PHOTOS AND CONTENT

Hotels.com may display reviews, comments, photos and other material in relation to properties as well as other holiday and travel experiences ("**Reviews**"). Hotels.com may also offer a facility allowing users of this website to post Reviews ("**User Reviews**"). You disclaim

any proprietary rights you may have in such User Reviews, and the same may be freely used, copied, distributed and made available in any medium and in any form by Hotels.com or its affiliates without your permission. Where this posting facility is offered, you expressly agree only to submit User Reviews that are appropriate to that service, complying with these terms and conditions and also any accompanying guidelines made available on this website.

You grant Hotels.com and its subsidiaries and corporate affiliates (collectively, the "**Hotels.com Companies**") and the affiliated, co-branded and/or linked website partners through whom we provide service (collectively, the "**Hotels.com Affiliates**"), a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to:

(a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such User Reviews throughout the world in any media, now known or hereafter devised; and

(b) use the name that you submit in connection with such User Reviews. You acknowledge that the Hotels.com Companies may choose to provide attribution of your User Reviews (for example, listing your name and hometown on a property review that you submit) at our discretion, and that such User Reviews may be shared with our supplier partners.

You further grant the Hotels.com Companies the right to pursue at law any person or entity that violates your or the Hotels.com Companies' rights in the User Reviews by a breach of these terms and conditions. You acknowledge and agree that User Reviews are non-confidential and non-proprietary. You expressly waive any and all 'moral rights' (including rights of attribution or integrity) that may subsist in your User Reviews and agree that you have no objection to the publication, use, modification, deletion or exploitation of your User Reviews by us, the Hotels.com Affiliates, Hotels.com Companies or any of our partners or licensees.

Specifically, by using such a service, you represent and warrant that:

- you own or otherwise control all of the rights to the User Reviews that you post;
- as at the date of posting, the User Reviews submitted are accurate;
- User Reviews that you supply do not breach any Hotels.com terms and conditions of use, guidelines or policies (as applicable from time to time);
- you will not intentionally or recklessly post information that could cause injury or offend any person or their business and in particular: you will not post any comments, information or material that is untrue; malicious; defamatory; abusive; obscene or could reasonably be taken as such;
- you will not act in any way to deceive or mislead and will not engage in or encourage any fraudulent or illegal activity;
- you will not post or distribute any information or material that is owned by any third party without the express written consent of such party to do so;
- all photos submitted are subject to our Photo Submission Guidelines.

We draw your attention to the fact that the reviews displayed on this website originate from verified users who stayed in a property booked on Hotels.com or on the website of other brands of the Expedia group. Hotels.com claims no ownership, affiliation with, or endorsement of any photos that are submitted by end users through our websites. Hotels.com does not edit Reviews or User Reviews submitted and to the fullest extent permitted by law will not be in any way responsible or liable for such Reviews or User Reviews or their subsequent posting, use or distribution. In addition, Hotels.com does not verify, endorse or approve the views or comments expressed in any Reviews or User Reviews which are the personal views of the individuals submitting them. Any decisions made on the basis of Reviews or comments appearing on the website are taken at your own risk. From time to time Hotels.com may offer customers incentives to leave User Reviews

(i.e. discount coupon, entry into prize draws etc.). It is important to us that User Reviews are impartial and honest; these incentives will be available to customers regardless of whether the User Review is positive or negative.

Hotels.com reserves the right for any reason in its sole discretion to refuse to post or remove (without notice) any Reviews or User Reviews. Amongst other things, this includes situations where Hotels.com receives a third party complaint and/or has reason to believe that there has been a breach of these terms and conditions or review/photo submission guidelines.

17. PHOTO SUBMISSION GUIDELINES

Children under 16 may not submit photos or other materials to the website.

You agree that any photos you submit must be:

- On topic – All photos must be relevant to accommodation, restaurant, location, or general travel experiences.
- Community/family friendly.
- Original – You may only submit your own photos.
- Smaller than 5MB file size for each individual photo. Photos submitted must be either .jpg, .bmp, .gif or .png format.

You agree that you will not submit any photos or materials that

- are illegal, obscene, pornographic, profane, vulgar, offensive or insulting;
- invade the privacy or violate any personal right of any person or entity;
- are of or about children or any third parties without their consent (or their parent's consent in the case of a child under 18 years of age);
- are not your original work or are from any other source (personal or commercial);
- infringe the copyright, trademark, or other property right of any third party;
- include logos, branding, promotional material, or any other content intended for commercial purposes; or
- contain viruses or other harmful code that is either intended or may result in damage to the computers and systems of Hotels.com and/or those using it.

18. NOTIFICATIONS OF INFRINGEMENT OF INTELLECTUAL PROPERTY

18.1. Hotels.com respects the intellectual property rights of others and expects you to do the same. Hotels.com has and enforces a policy of not permitting users to post any materials that infringe the copyrights or trademark rights of others, and under appropriate circumstances Hotels.com will terminate the account of subscribers and account holders who are repeat infringers. Repeat postings of infringing material are cause for termination of service.

18.2. **Copyright Claims.** Pursuant to the Digital Millennium Copyright Act (in the US), the E-Commerce Directive (in the EU), and similar laws relating to copyrighted online content, if you believe your copyrighted work is being infringed on or through the website, please complete and submit a written Hotels.com Copyright Infringement Complaint Form (the “**Notice**”) to Hotels.com’s Designated Copyright Agent listed below. Upon receipt of a Notice, Hotels.com will take appropriate action, including removal of the challenged material from the website and/or termination of the account of the Hotels.com user in appropriate circumstances.

Please include in the Notice:

- (1) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- (2) Identification of the images or material that is allegedly infringing your copyrighted work or is the subject of infringing activity and that you believe should be removed, with sufficient information to enable Hotels.com to locate the specific images or material.
- (3) Your contact information, including your name, address, telephone number, and, if available, an email address at which you may be contacted.
- (4) The following statement: *I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.*
- (5) The following statement: *The information in this Notice is accurate, and, under penalty of perjury, I declare that (choose one) (i) I am the owner or (ii) I am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.*
- (6) And a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly being infringed.

Deliver the Notice to Hotels.com's Designated Copyright Agent:

Michael R. Graham
c/o Expedia, Inc.
Legal Department – Copyrights
1111 Expedia Group Way W
Seattle, Washington 98119
United States of America

Email: Hotels-copyright@hotels.com
Telephone: 206-481-7200

To expedite review of and action in response to your Notice, please download, complete, and return the [Hotels.com Copyright Infringement Complaint Form](#) accompanying these terms and conditions.

- 18.3. **Copyright Counter Notices.** If material you have posted has been taken down based on a copyright claim, you may file a counter notice by email or regular mail that sets forth the information specified below. You may want to seek legal counsel prior to doing so.

Please include the following details:

(1) Identification of the specific content that was removed or disabled and the location that content appeared on the website. Please provide the URL address if possible.

(2) Your name, mailing address, telephone number and email address.

- (3) A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Hotels.com may be found, and that you will accept service of process from the party who reported your content, or that party's agent.

- (4) The following statement: *"I swear, under penalty of perjury, that I have a good faith belief that the content identified above was removed or disabled as a result of a mistake or misidentification."*

Sign the paper and send the written communication to the following address or email:

Hotels.com's Designated Copyright Agent:
Michael R. Graham
Hotels.com L.P., c/o Expedia, Inc.

Legal Department – Copyrights
1111 Expedia Group Way W
Seattle, Washington 98119
United States of America

Email: Hotels-copyright@hotels.com
Telephone: 206-481-7200

To expedite review of and action in response to your Notice, please download, complete, and return the [Hotels.com Copyright Infringement Counter Notices Form](#) accompanying these terms and conditions.

- 18.4. **Trademark Claims.** If you believe the website, a listing or any content is infringing or misusing your trademark, please complete a written Hotels.com Trademark Misuse Complaint Form and deliver it to Hotels.com's trademark agent listed below. Upon receipt of a Notice, Hotels.com will take appropriate action, including informing the supplier or user that posted the allegedly infringing use of the complaint with a request to consider and respond to the complaint, removal of clearly infringing designations from the listing or website and/or termination of the account of the Hotels.com user in appropriate circumstances.

Please include in the Notice:

- (1) Identification of the trademark claimed to have been infringed.
- (2) Identification of the website or listings on which the trademark is allegedly being misused.
- (3) Your contact information, including your name, address, telephone number, and, if available, an email address at which you may be contacted.
- (4) The following statement: *I have a good faith belief that use of the above designation in the manner complained of is not authorized nor permissible.*
- (5) The following statement: *The information in this Notice is accurate, and, under penalty of perjury, I declare that (choose one) (i) I am the owner or (ii) I am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.*
- (6) And a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly being infringed.

Deliver the Notice to:

Trademark Claims
Hotels.com L.P., c/o Expedia, Inc.
Legal Department
1111 Expedia Group Way W
Seattle, Washington 98119
United States of America

Email: Hotels-Trademarks@hotels.com
Telephone: 206-481-7200

To expedite review of and action in response to your complaint, please download, complete, and return the [Hotels.com Trademark Misuse Complaint Form](#) accompanying these terms and conditions.

- 18.5. **Patent Notices.** One or more patents owned by Hotels.com and/or other Hotels.com Companies may apply to this website and to the features and services accessible via the website. Portions of this website operate under license of one or more patents. Other patents pending.

19. CUSTOMER COMPLAINTS

Hotels.com is here to provide assistance to you in respect of any queries or complaints you may have in relation to your booking of a service via the website. In the event you raise a complaint and/or are entitled to compensation from the provider of the travel service following a problem with your booked service then Hotels.com will assist you and (where relevant) the third party provider of the travel service in an effort to try to resolve the problem.

Queries or requests for information or complaints during a trip and post travel can be sent to the email address, or you can call customer services at the details set out, in the 'contact us' portal under 'Support & FAQs' on the website which will receive complaints on behalf of the providers of the relevant travel services.

Please raise any issues you experience during their trip via the number or email referred to above (or as soon as reasonably practicable) so that measures can be taken to resolve the problem and help limit the damage suffered by you. For ease of resolution, you are encouraged to raise any complaint(s) within 30 days of the end of a trip.

Complaints about loss of, theft of or damage to luggage, clothing or personal belongings that were not under your control during the stay should be addressed to the property or relevant provider of the travel service.

Any hard copy complaints should be directed either to the relevant provider of the travel services using the address provided in their rules and restrictions or to Hotels.com.

The European Commission's Online Dispute Resolution Platform is available at <http://ec.europa.eu/odr>.

20. LIABILITY

20.1. Liability of Hotels.com

Hotels.com owns and operates the website which acts as an interface between you and the relevant providers of travel services. When making a booking you enter into a contract with the relevant provider of travel services and liability in respect of such travel services will be as set out in Section 20.2 below.

In respect of any damages you suffer resulting from your use of the website (but excluding any damages relating to a travel service booked via the website (which shall be as set out in Section 20.2 below)) then subject to the limitations set out in these terms and conditions, you agree that neither Hotels.com nor its affiliates will be liable for any direct, indirect, punitive, special, incidental or consequential losses or damages from the use of the website, any delay or inability to use the website, or from your use of links from the website. In respect of liability for Hotels.com obligations under these terms and conditions, or if Hotels.com is found liable for any loss or damage under these terms and conditions (excluding any liability set out in Section 20.2 which shall be subject to the limitations in that section), then Hotels.com shall only be liable to you for direct damages that were:

- (i) reasonably foreseeable by both you and Hotels.com;
- (ii) actually suffered or incurred by you; and
- (iii) directly attributable to the actions of Hotels.com,

and in the event of any liability of Hotels.com, such liability will in no event exceed, in the aggregate, the greater of (a) the cost paid by you for the travel services in question, or (b) one-hundred dollars (US\$100.00) or the equivalent in local currency.

Information displayed on the website has been provided to Hotels.com by suppliers who provide the information describing their services which Hotels.com then displays on the website to you (such as photographs, product descriptions, amenities, health and safety standards, rules and restrictions and the terms and conditions for the service). It is the responsibility of the supplier(s) of the travel service to ensure that such information provided to Hotels.com is accurate, complete and up to date. Hotels.com will not be liable for any inaccuracies of such information, unless, and only to the extent that, Hotels.com directly caused such inaccuracies, and this also includes any inaccuracies with property ratings, which are intended as guidance only and may not be an official rating.

Except as expressly set out in these terms and conditions, all the information, software, or services displayed on the website is provided without any warranty (either express or implied) or implied term of any kind, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. All

such implied terms and warranties are excluded. The inclusion or offering of services on this website does not constitute any endorsement or recommendation of such services by Hotels.com or any of its affiliates.

20.2. Liability in respect of the travel services booked via the website

Where Hotels.com has made available the relevant service (as set out in these terms and conditions), then to the extent permitted by law and subject to the exceptions and limitations set out in these terms and conditions and/or the relevant rules and restrictions applicable to the travel service you have booked, then Hotels.com shall only be liable to you for direct damages that were:

- (i) reasonably foreseeable by both you and Hotels.com;
- (ii) actually suffered or incurred by you; and
- (iii) directly attributable to the actions of Hotels.com in providing the travel services,

and in the event of any liability of Hotels.com under this Section 20.2, such liability will in no event exceed, in the aggregate, the cost paid by you to Hotels.com for the service in question.

Where the service is provided to you by a third party (ie by an accommodation provider with a pay later booking) the liability of that travel service provider will be as set out in the relevant rules and restrictions applicable to the travel service which rules and restrictions are made available to you before you complete your booking. These providers of travel services are independent contractors and not agents or employees of Hotels.com or its affiliates. Hotels.com and its affiliates are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage or other damages or expenses resulting therefrom.

You have certain statutory rights. The exclusions and limitations contained in these terms and conditions apply only to the extent permitted by law. Nothing in these terms and conditions shall, be deemed to limit or exclude Hotels.com liability for fraud, personal injury or death caused by Hotels.com's negligence.

21. INDEMNIFICATION

You agree to defend and indemnify Hotels.com, its affiliates, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of: (a) your breach of these terms and conditions or the rules and restrictions/documents referenced herein; (b) your violation of any law or the rights of a third party; or (c) your use of this website.

22. LINKS TO THIRD-PARTY SITES

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If Hotels.com does not invoke one of the provisions of these terms and conditions at any one moment, this must not be interpreted as a cession of the right to invoke it at a later date.

These terms and conditions (and any other rules and restrictions/ terms and conditions referenced herein) constitutes the entire agreement between you and Hotels.com with respect to this website and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Hotels.com with respect to this website. A printed version of these terms and conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms and conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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This agreement is governed by the laws of Ireland. You hereby consent to the exclusive jurisdiction and venue of the Irish courts in all disputes arising out of or relating to the use of this website. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this section.

26. USE OF APP.

This section sets out the additional terms and conditions ("**App Terms of Use**") governing your use on your mobile phone, smartphone or other mobile device, of our application called "Hotels.com Mobile" (the "**Mobile Application**"). By selecting the "Accept" button using the Application you are agreeing to be bound by:

- these terms and conditions
- these App Terms of Use; and
- our [Privacy Statement](#);

together being referred to below as "**our Policies/Mobile App Policies**". If you do not agree to be bound by our Policies, you may not use the Mobile Application and you must select the "Decline" button and remove the Mobile Application from your device.

In consideration of you agreeing to be bound by our Policies, we grant to you a non-exclusive non-transferable license to download, install and use the Mobile Application and access the content and information available within the Mobile Application ("**the Content**") (including, without limitation, price and availability of travel services) in accordance with the provisions of our Policies.

All of the terms and conditions set out above governing:

- your use of our website;
- all content, services, features, software, coupons and reward programs available to you through our website;
- our legal relationship (including but not limited to our liability to you); and
- the rights available to us;

shall equally and fully apply and shall govern the basis upon which Hotels.com makes the Mobile Application and the Content available for your use. All references to "**website**" in the

above terms and conditions shall be deemed to include references to the Mobile Application and/or Content and shall apply to your use of the Mobile Application and/or Content as the context requires. All references to “**agreement**” or “**terms and conditions**” shall also be deemed to include references to these App Terms of Use as the context requires.

This Mobile Application is for your personal and non-commercial use.

As a condition of your use of this Mobile Application and the Content, you warrant that you will not use this Mobile Application and the Content for any purpose that is unlawful or prohibited by our Policies

Your device must be connected to the internet for the Mobile Application to function correctly. You are responsible for making all arrangements necessary for your device to have internet connectivity and are responsible for all sums your service provider may charge you arising out of the Mobile Application transmitting and receiving data (including but not limited to data roaming charges). Please note, the Mobile Application will automatically transfer a small amount of data as part of its normal operation, please see the “Information about you and your use of the Mobile Application” section below for further information.

Except as expressly set out in these terms and conditions or as permitted by any local law, you, undertake:

- not to copy the Mobile Application or the Content except where such copying is incidental to normal use of the Mobile Application;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Mobile Application or the Content;
- not to make alterations to, or modifications of, the whole or any part of the Mobile Application or the Content, nor permit the Mobile Application or the Content or any part of either to be combined with, or become incorporated in, any other programs;
- not to disassemble, decompile, reverse engineer or create derivative works based on, the whole or any part of the Mobile Application or the Content nor attempt to do any such thing except to the extent that such actions cannot be prohibited by law; and
- not to provide or otherwise make available the Mobile Application or the Content in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any third party.

You acknowledge:

- that all intellectual property rights, title to and interests in the Mobile Application and the Content belong to either Hotels.com or our suppliers and providers. These rights are protected by laws and treaties around the world. All such rights are reserved
- that you have no rights in, or to, the Mobile Application and the Content other than the limited right to use these in accordance with our Policies
- that the Mobile Application and any accompanying documentation and/or technical information are subject to applicable export control laws and regulations of the USA. You agree not to export or re-export the Mobile Application, directly or indirectly, to any countries that are subject to USA export restrictions.
- the Mobile Application is provided to you free of charge.

Information about you and your use of the Mobile Application

We process information about you in accordance with our [Privacy Statement](#). By using this Mobile Application, you consent to such processing so please read our privacy statement carefully.

As further described in our [Privacy Statement](#) the Mobile Application will automatically collect information about:

- how you use the Mobile Application
- which Content you access
- technical errors or problems which the Application may encounter while being used.

By using the Mobile Application, you acknowledge, agree and consent to the automatic collection of this information.

When you use the 'find deals near me' or 'use current location' features of the Mobile Application, we use available geo-location data from your device using GPS or cellular network data to determine properties near your location. Although this information is collected anonymously, this information may reveal to us your precise or approximate location for the Mobile Application. We only use this information to locate properties, as further described in our Privacy Statement. We do not collect location data through the Mobile Application unless you activate the 'find hotels near you' feature within the Mobile Application. By using the 'find hotels near you' feature you acknowledge, agree and consent to Hotels.com using the aforementioned location data to provide Content and services relevant to your location through the Mobile Application. Sharing of location data through the Mobile Application can be switched off at any time in the settings menu.

Termination

Hotels.com may terminate these Mobile App Policies and terms of use immediately by written notice to you if:

- You commit a material or persistent breach of these policies or terms of use; or
- Hotels.com, at its sole discretion, decides to withdraw the Mobile Application whether in whole or in part

Upon termination for any reason:

- all rights granted to you in the Mobile Application or Content under these Terms of Use shall cease
- you must cease all use of the Mobile Application and Content; and
- you must delete or remove the Mobile Application from your device.

These Mobile App Policies and terms of use are binding on you and us, and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of these Mobile App Policies and terms of use, or any of your rights or obligations arising under these Mobile App Policies and terms of use, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of these Mobile App Policies and terms of use, or any of our rights or obligations arising under these, at any time.

If we fail, at any time, to insist upon strict performance of any of your obligations under these Mobile App Policies and terms of use, or if we fail to exercise any of the rights or remedies to which we are entitled under these Mobile App Policies and terms of use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Mobile App Policies and terms of use

shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing

Apple Devices

If you are using the Mobile Application on an Apple device (e.g. iPhone, iPod, iPad) then in addition to the above you also agree as follows:

- you acknowledge that the Terms of Use are between us and you only, and not with Apple Inc. of One Infinite Loop, Cupertino, California 95014, U.S.A. (“**Apple**”);
- the license granted to you to use the Mobile Application is limited to a non-transferable license to use the Mobile Application on an Apple mobile operating system (iOS) product that you own or control;
- you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Application;
- in the event of any failure of the Mobile Application to conform to any applicable warranty you may notify Apple, and Apple will refund the purchase price (if any) for the Mobile Application to you and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile Application;
- you acknowledge that we, not Apple, are responsible for addressing any claims of yours or any third party relating to the Mobile Application;
- you acknowledge that, in the event of any third party claim that the Mobile Application or your possession and use of that Application infringes that third party’s intellectual property rights, Apple will not be responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim;
- you represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country and you are not listed on any U.S. Government list of prohibited or restricted parties; and
- you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the Mobile App Policies and terms of use, and that, upon your acceptance of these, Apple will have the right (and will be deemed to have accepted the right) to enforce the these against you as a third party beneficiary thereof.

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Nevada registration number: 2007-0019

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