# Terms of Use

Effective December 5, 2019

**Terms and Conditions**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. THIS IS A BINDING LEGAL AGREEMENT. BY ACCESSING AND CONTINUING TO USE THE SITE, YOU AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS. PLEASE DO NOT USE THE SITE IF YOU DO NOT AGREE TO EACH AND EVERY ONE OF THESE TERMS AND CONDITIONS.**

Marriott International, Inc. with its corporate headquarters at 10400 Fernwood Road, Bethesda, Maryland 20817-1102, United States of America, and its subsidiaries, including The Ritz-Carlton Hotel Company L.L.C. and Starwood Hotels & Resorts Worldwide, LLC (collectively, “Marriott”, “we”, “our” or “us”) provide various websites and apps available to visitors located throughout the world. Our websites and apps include without limitation, this website and other consumer facing platforms operated under our brands, including, [**www.marriott.com**](https://www.marriott.com/default.mi), [**www.autograph-hotels.marriott.com**](https://autograph-hotels.marriott.com/), [**www.vacationsbymarriott.com**](https://www.vacationsbymarriott.com/), [**www.ritzcarlton.com**](https://www.ritzcarlton.com/), [**www.corporate.ritzcarlton.com**](http://www.ritzcarlton.com/en/about), [**starwoodhotels.com**](https://www.marriott.com/default.mi?program=spg) and our mobile apps (collectively, our “Sites”). These Terms and Conditions also apply to translations of our Sites, for example, [**www.espanol.marriott.com**](https://www.espanol.marriott.com/default.mi). Our Sites are controlled and operated from the United States and are subject to United States law.

The content and information displayed on the Sites are Marriott’s property and are collectively referred to as “Marriott Information”. The downloading, reproduction, or re-transmission of Marriott Information, other than for non-commercial individual use, is strictly prohibited, except to the extent permitted with prior written consent by Marriott or by travel agents for business-only purposes in accordance with the Travel Agent section below.

Use of Site

The services of the Sites are available only to individuals who can form legally binding contracts under applicable law, and thus, are not available to minors. By using the Sites, you represent that you are of sufficient legal age to use the Sites and to create binding legal obligations for any liability you may incur as a result of the use of the Sites. You also warrant that you are legally authorized to make the travel reservations and purchases for either yourself or for another person for whom you are authorized to act.

The Sites are to be used by you for your personal use only. You agree that you will not use the Sites for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial) or bulk communications of any kind including but not limited to distribution lists to any person who has not given specific permission to be included in such a list. In addition, you agree not to create a hypertext link from any web site controlled by you or otherwise, to the Sites without the express written permission of Marriott. You agree not to pretend to be any other person or a representative of any entity, whether actual or fictitious, including an employee or agent of Marriott or any third party that provides services related to the Sites.

"Chat Area" means any chat area, forum, message board, or similar service offered in conjunction with the Sites. If You participate in a Chat Area, you agree that, in addition to complying with the Terms and Conditions, you will not: defame, abuse, harass, threaten, or make any discriminatory statements about others; advocate illegal activity; use indecent, obscene or discourteous language or images; or provide content that is not related to the designated topic or theme of the Chat Area. You shall remain solely responsible and liable for your use of the Chat Area. Marriott reserves the right to remove or edit content from any Chat Area at any time and for any reason, however, Marriott has no duty to do so, and is not responsible for the content or accuracy of any information in a Chat Area.

We reserve the right, at our discretion, to change and or modify portions of these Terms and Conditions at any time without notice and, unless otherwise indicated, such changes will become effective immediately upon posting; therefore, please check these Terms and Conditions periodically for changes. We will display the effective date of these Terms and Conditions at the top of this page.

User Feedback

By submitting any ideas, comments, suggestions or other information: to a Chat Room; or to Marriott related to improvements to the Sites or services related to the Sites; (collectively, the "Feedback"), You agree that such Feedback shall be deemed, and shall remain, Marriott's property. None of the Feedback shall be subject to any obligation of confidentiality on Marriott's part and Marriott shall not be liable for any use or disclosure of any Feedback. Marriott shall own all rights related to the Feedback (including without limitation intellectual property rights and moral rights) and shall be entitled to use of the Feedback without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you.

Trademarks

Our Sites may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights of Marriott and/or other parties. No license to or right in any such trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights of Marriott and/or other parties is granted to or conferred upon you. The www.marriott.com site and/or certain activities provided via our Sites may be covered by U.S. Patent No. 6,091,956 and/or U.S. Patent No. 7,624,044.

Monitoring

You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of our Sites, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor, scrape, or copy our Sites or the Marriott Information contained therein, or any aspect of the Sites or the Marriott Information, without the prior express consent from an authorized Marriott representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to our Sites). Furthermore, you agree that you will not use our Sites for any purpose that is illegal, unlawful, or prohibited by these Terms and Conditions. You agree that you will not interrupt, disrupt, alter, destroy, impair, restrict tamper, or otherwise affect the proper operation of our Sites in any way, including, without limitation, through the use of any malicious or unauthorized code, virus, worm, Trojan horse, malware, or program.

You agree that Marriott has no obligation to but may monitor and review information you transmit over the Sites. You agree that Marriott may censor, edit, remove or prohibit the transmission or receipt of any information that Marriott deems inappropriate or in violation of these Terms and Conditions, and use any such information as necessary to provide the Sites or to protect the rights or properties of Marriott. You agree that Marriott may also monitor and review stored information without restriction. You hereby acknowledge and consent to such monitoring and reviewing.

You may not use our Sites in any threatening, libelous, slanderous, defamatory, obscene, inflammatory, pornographic, discriminatory, or otherwise offensive manner. We reserve the right in our sole discretion to revoke or deny your access to our Sites, including, without limitation, if you violate any of the provisions of these Terms and Conditions.

You agree that you will make only legitimate reservations in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations, or any reservation in anticipation of demand.

Privacy

Your submission of information on the Site is subject to Marriott’s Group Global Privacy Statement for Guests (available at [**https://www.marriott.com/about/privacy.mi**](https://www.marriott.com/about/privacy.mi))

Warranty

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR SITES AND MARRIOTT INFORMATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR ANY GUARANTY OR ASSURANCE THAT OUR SITES AND/OR MARRIOTT INFORMATION WILL BE AVAILABLE, ADEQUATE, ACCURATE, UNINTERRUPTED, COMPLETE OR ERROR FREE. WE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY MALICIOUS OR UNAUTHORIZED CODE AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING YOU HAVE APPROPRIATE SCANNING AND PROTECTIVE MECHANISMS FOR THE SECURITY OF YOUR DEVICES, PROGRAMS AND INFORMATION. BY USING ANY OF OUR SITES AND/OR MARRIOTT INFORMATION, YOU ARE ASSUMING ALL RISK OF LOSS THAT MAY ARISE OR BE ASSOCIATED WITH THAT USE.

Passwords

Our Sites may provide you with the ability to use usernames, passwords, or other codes or devices to gain access to certain portions of our Sites (“access codes”). You are entirely responsible for maintaining the confidentiality of your access codes and for all activities that occur under your account. We reserve the right to immediately terminate your account in our sole discretion and without prior notice to you wherever there is a reason including, for example, if you violate any part of these Terms and Conditions.

Terms Incorporated by Reference

In addition to these Terms and Conditions, you agree to the terms, conditions, and notices specified at the following links, which are hereby incorporated into this Agreement:

1. The terms, conditions, and notices applicable to Marriott’s Look No Further® Best Rate Guarantee, which assures you receive the best rates when you book directly with us, may be found at:  
[**https://www.marriott.com/online-hotel-booking.mi#bestrate**](https://www.marriott.com/online-hotel-booking.mi#bestrate)

2. The terms and conditions, and notices applicable to the Marriott Loyalty Program which may be found at: [**https://www.marriott.com/loyalty/terms/default.mi**](https://www.marriott.com/loyalty/terms/default.mi)

3. The terms and conditions, and notices applicable to the Marriott Air + Car program which may be found at the following link: [**https://www.airandcar.marriott.com/apps/shopping/#/search/air**](https://www.airandcar.marriott.com/apps/shopping/#/search/air)

Limitation of Liability

To the maximum extent permitted by law, we, other members of our group of and affiliated companies and third parties connected to us hereby expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Sites or in connection with the use, inability to use, or results of the use of our Sites, any websites linked to them and any materials posted on them, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.  
  
IN THE EVENT MARRIOTT IS HELD LIABLE FOR ANY DAMAGES RELATED TO THE SITE, TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE LIMITED TO REIMBURSEMENT OF THE CHARGES FOR SERVICES OR PRODUCTS PAID BY YOU.  
  
TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THIS SITE BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH SUCH CLAIM OR ACTION IS BASED.  
  
This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability that cannot be excluded or limited under applicable law.  
  
You shall defend us against any demands, claims or actions brought against us or arising as a result of any breach or violation of these Terms and Conditions by you (“Claim”) and you shall indemnify and hold us harmless from and against any and all losses, damages, costs and expenses (including attorneys' fees) resulting from any such Claim. We have the right, at our expense, to assume exclusive defense against any Claim and all negotiations for settlement and you agree to cooperate with us in the defense of any such Claim, at our request.

Confidentiality

With respect to all communications you make to us regarding Marriott Information including but not limited to feedback, questions, comments, suggestions and the like: (a) you shall have no right of confidentiality in your communications and we shall have no obligation to protect your communications from disclosure; (b) we shall be free to reproduce, use, disclose and distribute your communications to others without limitation; and (c) we shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information.

Inaccuracies and Errors

Marriott Information may contain technical inaccuracies and typographical errors, including but not limited to inaccuracies relating to pricing or availability applicable to your transaction. Marriott does not assume responsibility or liability for any such inaccuracies, errors or omissions, and shall have no obligation to honor reservations or information affected by such inaccuracies. Marriott reserves the right to make changes, corrections, cancellations and/or improvements to Marriott Information, and to the products and programs described in such information, at any time without notice, including after confirmation of a transaction.

Mis-Communications / Lost Transactions

Marriott and any other providers of products or services related to the Sites are not responsible for communication malfunctions, failures, or difficulties, or lost, stolen, or misdirected, transmissions, messages or entries, or the security of any such communications. Further, Marriott and any other providers of products or services related to the Sites are not responsible for incorrect or inaccurate entry information, whether caused by user(s) or by any of the equipment or programming associated with the Sites, or by any technical or human error that may occur in the processing of any information related to the Sites. Marriott and any other providers of products or services related to the Sites may cancel or modify reservations where it appears that a user has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.  
  
You agree that neither Marriott nor any other providers of products or services related to the Sites are responsible for any damages that may arise as a result of any travel or hotel arrangements or other orders you request or make on the Sites which are not processed or accepted for any reason.

Travel Destinations

Travel to certain destinations may involve greater risk than others. Marriott 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 territories 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.cdc.gov, www.treas.gov/ofac and www.customs.gov. MARRIOTT DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO, OR ACCOMMODATIONS IN, DESTINATIONS WHERE SERVICES ARE OFFERED VIA THIS SITE IS ADVISABLE OR WITHOUT RISK AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO, OR STAYING IN, SUCH DESTINATIONS TO THE FULLEST EXTENT PERMITTED BY LAW.

Hotel/Resort (“Property” or “Properties”) Reservations General Terms

In addition to the other terms and conditions specified on the Sites regarding our Properties, the following general terms and conditions apply to reservations booked on the Sites:  
  
Cancellation policies and other information about specific room reservations and properties may vary by Property and by the type of reservation. Individual rate rules, tax information, applicable charges and cancellation policies are displayed in the “Review Reservation Details,” “Summary of Charges” and “Hotel Cancellation Policy” sections on the room reservation page of the Site.  
  
If you plan to travel with your pet, we recommend that you confirm directly with the Property that they do, indeed, accept pets. Marriott accepts NO RESPONSIBILITY for an individual Property's pet policy.  
  
For non-US Properties, rates confirmed in USD may be converted to local currency by the Property at your time of stay, based on the exchange rate used by the Property and are subject to exchange rate fluctuations. Credit card charges are subject to additional currency conversions by banks or credit card companies, which are not within the Property’s control and may impact the amount charged to your credit card.  
  
Reservations made by one or more individuals or by an agency on the Site, on behalf of one or more proposed guests, and involving more than nine (9) rooms at the same Property for the same period of stay, may be made via the following site:  
  
[**https://www.marriott.com/search/default.mi?meetingSpace=true**](https://www.marriott.com/search/default.mi?meetingSpace=true)

Travel Agents

Some areas of our Sites are restricted to travel agents or other authorized representatives. The Marriott Information contained in such restricted areas is confidential to Marriott, and is provided for business use only, which includes reviewing commission status and statements, and enrolling in our Electronic Funds Transfer program as described below. We reserve the right to prohibit access to, or use of, these restricted areas where we determine that such use or access interferes with our Sites’ operations or that such use or access results in commercial benefits or other entities to our detriment. If you are a travel agent or authorized representative of a travel agent using our Sites, the following apply:  
  
Passwords: We have provided you with a unique password so that access to information related to your agency and transactions can be restricted to only those individuals to whom you provided the password. It is your responsibility to protect the confidentiality of the password. Marriott does not assume any liability for any access to information or transactions that are executed with the password provided to you. We strongly recommend that you change the password on a periodic basis and whenever a travel agent leaves your travel agency or you suspect that knowledge of the password is no longer limited to those whom you have authorized.  
  
Electronic Funds Transfer (EFT): Marriott may be able to make commission payments by electronic funds transfer (EFT) through the Automated Clearing House (ACH) System. If you complete the EFT registration process provided on our Sites, completion of the process signifies that you: (1) authorize Marriott to make payments by EFT; (2) certify that you have selected the designated depository institution and provided the correct account information; and (3) accept that all such EFTs will occur in accordance with the following: (i) you will give thirty (30) days’ advance notice to Marriott of any changes regarding your depository institution or other payment instructions; and (ii) you accept that all U.S. direct deposits are made with a payment type of “CTX”.  
  
No Arrangements for Prohibited Persons: Marriott International Inc. is a United States company and is prohibited from providing services to certain “prohibited persons” who are government officials or residents of certain embargoed countries or territories, or terrorists or drug traffickers whose names are published on lists maintained by the United States Department of Treasury. You agree to use all reasonable efforts not to arrange for any of these prohibited persons to stay at, use or tour any Marriott facilities.

Availability of Products and Services

Our Sites contain information on Marriott products and services, not all of which are available in every location. A reference to a Marriott product or service on one of our Sites does not imply that such product or service is or will be available in your location.

Third-Party Sites

Any use of the maps functionality on this site shall be governed by the End User Terms of Use for the applicable maps application. Marriott shall have no liability for your use of such third-party maps application for any results, including driving directions, generated by such third-party maps application.  
  
If you choose to leave our Sites via links to other third-party websites, including those of advertisers, our Terms and Conditions and our Privacy Statement will no longer apply. We are not responsible for the terms and conditions or terms of use or privacy policies of those third-party websites, cookies, pixel tags and other similar technologies that they use. In addition, because we have no control over such third-party sites and resources, you acknowledge and agree that Marriott is not responsible for the availability of such third-party sites or resources, and that Marriott does not endorse or is responsible or liable for any content, advertising, products, or other materials on or available from such third-party sites or resources.

Governing Law

These Terms and Conditions shall be governed by, construed and enforced in accordance with the laws of the State of Maryland, United States, without regard to its conflicts of law rules. The exclusive jurisdiction for any dispute not covered by the terms of the Arbitration provision set forth in these Terms and Conditions may be filed only in the state or federal courts located in the State of Maryland, United States. YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and this cannot be excluded by contract.

Arbitration

Except with respect to any claim or dispute involving the ownership, validity or use of any Marriott trademarks or service marks, any dispute arising out of or related to the Sites (including any claim that any provision of these Terms and Conditions are invalid, illegal, or otherwise voidable or void) will be submitted for and resolved by binding arbitration before the American Arbitration Association (AAA). Marriott shall have the right in a proper case to obtain temporary restraining orders, temporary or preliminary injunctive relief and/or declaratory relief (other than declarations with respect to the amount of money damages) from a court of competent jurisdiction.

The arbitration proceedings shall be heard by one independent arbitrator who shall be an attorney or retired judge. The arbitration shall be held in Bethesda, Maryland and in accordance with the then-existing Commercial Arbitration Rules of the AAA. All matters within the scope of the Federal Arbitration Act (9 U.S.C. 1, et seq.) will be governed by it and not by any state arbitration law. You and Marriott waive any rights to maintain other available resolution processes for such disputes, such as a court action or administrative proceeding, to settle disputes. You and Marriott waive any right to a jury trial for such disputes. The rules in arbitration are different from the rules that apply in court. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in these Terms and Conditions, as a court would.

In reaching his or her decision, the arbitrator shall follow these Terms and Conditions, shall be bound to apply the applicable law and shall not rule inconsistently with the applicable law. The arbitration shall be conducted on an individual basis, and not as a consolidated, common, representative, group or class. The arbitrator shall include in his or her award any relief he or she deems proper in terms of money damages (with interest on unpaid amounts from the date due at the maximum rate allowed by law), and attorneys’ fees and costs. The award of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

Confidential. Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions or orders of the arbitrator), shall remain confidential and not be disclosed to anyone other than the parties to this Agreement.

Limitations Period. Any and all claims and actions arising out of or relating to the sites shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

Class Action Waiver. You agree that you will not file a class action against Marriott or participate in a class action against Marriott. You agree that you will not file or seek a class arbitration, or participate in a class arbitration, against Marriott.

**If you have questions about these Terms and Conditions, please send an e-mail to** [**privacy@marriott.com**](mailto:privacy@marriott.com)

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