

# TERMS OF SERVICE

*Last revised on 25 February 2022*

## **Our terms**

Hello and welcome! We are glad that you are taking the time to read these terms of service (the “**Terms**”).

These Terms are important as they, together with your booking confirmation email (the “**Booking Confirmation**”), set out the legal terms on which Travel Services are made available to you through our Service. They also cover any interactions or communications you have with us through our Service.

Your use of our Service is conditioned upon your acceptance of these Terms. To book a Travel Service you must also accept these Terms. If you do not accept these Terms, then please do not use our Service or book a Travel Service.

We may change these Terms at any time and your future use of our Service following changes to these Terms is subject to you accepting those updated Terms. We recommend that you save or print a copy of these Terms.

In these Terms:

“**we**”, “**us**” or “**our**” refer to Expedia, Inc. (ABN 25 138 063 573), a Washington corporation having its registered office at 1111 Expedia Group Way, West Seattle, WA 98119, USA, which provides our Service

“**Expedia Travel**” refers to Travelscape, LLC, a company incorporated and resident for all purposes in the USA having its registered office at 10190 Covington Cross Drive, Suite 300, Las Vegas, NV 89144, USA

“**our Group of Companies**” refers to us, and our subsidiaries and corporate affiliates

“**our Partners**” refers to any affiliated, co-branded or linked website through which we provide content or service

“**our Service**” refers to the provision of our websites, apps and online tools

“**Travel Services**” refers to the travel services made available to you by the relevant Travel Provider(s) through our Service, such as accommodation, flights, car rental or activities, etc.

“**Travel Provider**” refers to the travel supplier making available the Travel Services to you through our Service

“**you**” refers to you, the traveller, using our Service or making a booking with our Service.

Please read these Terms carefully.

## **Section 1 – Rules and Restrictions**

As well as these Terms, other terms and conditions provided by Travel Providers (such as an airline's conditions of carriage, a property's terms and conditions, or a car rental company's rental agreement, etc.) also apply to your booking ("**Rules and Restrictions**").

To make a booking, you must accept the Rules and Restrictions of the Travel Provider that you select (such as payment of due amounts, refundability, penalties, availability restrictions and use of fares or services, etc.). The relevant Rules and Restrictions are provided to you before you make a booking and are incorporated by reference into these Terms.

If you violate a Travel Provider's Rules and Restrictions, your booking may be cancelled and you may be denied access to the relevant Travel Service. You may also lose any money paid for such booking.

In certain countries, when payment is taken at the time of booking, Expedia Travel may be the Travel Provider for the purposes of making the Travel Service available to you, including but not limited to Travel Services supplied in the European Union under Articles 28 and 306-310 of the EU Principal VAT Directive [2006/112/EC] and any equivalent domestic legislation in any country. In such instances, the Rules and Restrictions are the terms and conditions provided by the underlying supplier (such as an airline's conditions of carriage, a property's terms and conditions, or a car rental company's rental agreement, etc.).

## **Section 2 - Using our Service**

### Our rules

We provide our Service to help you find information about Travel Services and to assist you in booking those Travel Services. It is provided to you for no other purpose.

You agree that:

- you will only use our Service for personal and non-commercial purposes
- you must be at least 18 years of age and have the legal authority to enter into contracts
- you will use our Service lawfully and in compliance with these Terms
- all information supplied by you is true, accurate, current and complete
- if you have an account with us, you will:
  - safeguard your account information
  - be responsible for any use of your account by you or others
- if you book on behalf of others:
  - you will obtain their authorisation prior to acting on their behalf
  - you will inform them about the terms that apply to the booking (including the Rules and Restrictions) and ensure that they agree to such terms
  - you are responsible for paying any amounts due, for making any change/cancellation requests and for all other matters relating to the booking.

You also agree not to:

- make any false or fraudulent booking
- access, monitor or copy any content on our Service using any robot, spider, scraper or other automated means or any manual process
- violate the restrictions in any robot exclusion headers on our Service or bypass or circumvent other measures employed to prevent or limit access to our Service
- take any action that imposes, or may impose, an unreasonable or large load on our infrastructure
- deep link to any part of our Service
- “frame”, “mirror” or otherwise incorporate any part of our Service into any other website.

### Access

We may deny anyone access to our Service at any time for any valid reason. We may also make improvements and changes to our Service at any time.

### How we order your search results

There are many travel options available through our Service and we want to make your search results as relevant as possible. At the search results page you can select how to sort your results and use filter options to prioritise results based on your chosen preferences, for example price, guest review score, or other criteria. If you decide not to use these features, then you will see our default sort order which orders results as set out [here](#).

Within your search results we also sometimes display travel options that are paid for commercial listings from our Travel Providers. Such travel options are clearly labelled for your information as “Ad” or similar equivalent labelling, to differentiate them from other travel options.

### Compensation

When you make a booking with our Service (and such booking is completed) in most instances we will be entitled to receive compensation from the Travel Provider for that completed booking.

### **Section 3 - Confirming a booking**

Your Booking Confirmation includes the essential elements of your booking, such as the description of the Travel Service(s) booked and the price.

We will send your Booking Confirmation and any relevant travel documents to the e-mail address you provide when you book. If you do not receive your Booking Confirmation within 24 hours of making your booking, please [contact us](#).

## **Section 4 – Payment**

### Price

The price of the Travel Service(s) will be as displayed on our Service, except in cases of obvious error.

Prices for Travel Services are dynamic and can change at any time. Price changes will not affect bookings already accepted, except in cases of obvious error. We display many Travel Services, and we try hard to ensure that the displayed price is accurate. We reserve the right to correct any pricing errors on our Service.

If there is an obvious error in the price and you have made a booking, we will offer you the opportunity to keep your booking by paying the correct price or we will cancel your booking without penalty. We have no obligation to make available Travel Services to you at an incorrect (lower) price even after you have been sent a Booking Confirmation, if the error should reasonably have been apparent to you.

### Taxes

The prices displayed through our Service may include taxes or tax recovery charges. Such taxes or tax recovery charges may include amounts associated with value-added tax, goods and services tax, sales tax, occupancy tax and other taxes of a similar nature.

In certain jurisdictions, you may be responsible for paying local taxes imposed by local tax authorities (such as, city taxes or tourist taxes, etc.). Our Group of Companies or the Travel Provider may charge you such local taxes. Our Group of Companies will notify you of any local taxes that will be payable by you before you complete your booking, where such taxes have been notified to our Group of Companies by the Travel Provider.

The amount of local taxes can change between the booking date and stay date. If taxes have changed by your stay date, you may be liable to pay taxes at the higher rate.

### Payment processing

For certain Travel Services, such as a Package, payment may be charged by more than one party (as will be shown on your payment method statement), however the total amount charged will not exceed the total price of all the Travel Services.

When payment is taken at the time of your booking and paid for in the local currency of our Service (as relevant), the company taking that payment (via third party payment processors) and charging your payment method will be the company set out next to the relevant location of our Service in the table below.

Location	Our company taking your payment
Austria, Bahrain, Belgium, Bulgaria, China, Croatia, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Hungary, Iceland, Indonesia, Ireland, Israel, Italy, Jordan, Kuwait, Lebanon, Malaysia, Morocco, Netherland, Norway, Oman, Qatar, Philippines, Poland, Portugal, Romania, Russia, Saudi Arabia, South Africa, Spain, Sweden, Taiwan, Thailand, Turkey, Ukraine, United Arab Emirates, Vietnam	Travel Partner Exchange S.L.
Australia	Travelscape, LLC. a company registered in Australia
Brazil	Expedia do Brasil Agência de Viagens e Turismo Ltda.
Argentina, Chile, Colombia, Peru	Travelscape, LLC.
Canada	TPX Travel Canada ULC
Hong Kong	Travel Partner Exchange Hong Kong Limited
India	Hotels.com India Private Limited
Japan	Travel Partner Exchange Japan KK
Korea	Travel Partner Exchange Korea Co., Ltd.
Mexico	Expedia Mexico, S de R. L. de C.V.
New Zealand	Travel Partner Exchange New Zealand Ltd.
Singapore	Travel Partner Exchange Singapore Pte. Ltd.
Switzerland	Travel Partner Exchange Switzerland Limited
United Kingdom	Travel Partner Exchange UK Limited
United States	Travelscape, LLC.

Where one of our companies (as set out in the table above) takes your payment (via third party payment processors) and charges your payment method, the law governing that payment transaction will be the laws of the location of such company. You agree that the courts in that location shall have jurisdiction to hear and determine any dispute arising from the relevant payment transaction.

#### Stored payment information

Our [Privacy Statement](#) provides information on how we use your payment and account information when you elect for us to store a credit or debit card or other payment method for future use.

#### Payment verification

You authorize the relevant company (as set out in the table above) or the Travel Provider to:

- (i) verify your payment method by obtaining a pre-authorization, charging a nominal fee or through other verification means, and
- (ii) on verification, charge your payment method.

#### Fees charged by banks

Some banks and card issuers impose fees for international or cross border transactions. For example, if you make a booking using a card issued in a different country from the Travel Provider's location or you choose to transact in a currency that is different from the local currency of our Service, your card issuer may charge you an international or cross border transaction fee.

Also, some banks and card issuers impose fees for currency conversion. For example, if you make a booking in a currency different to the currency of your credit card, your card issuer 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 issuer. Our Group of Companies is not associated or responsible for any fees relating to varying exchange rates and card issuer fees.

#### Alternative payment methods

We may partner with providers of alternative payment methods (such as consumer finance companies), to provide our travellers with alternative payment methods. Our Group of Companies does not endorse or recommend any alternative payment provider or their products or services. Our Group of Companies is not responsible for the content or the acts or omissions of any alternative payment provider. Your use of any such provider's payment method is at your own risk and will be governed by such provider's terms and policies.

#### Currency conversion

Any currency conversion rates displayed on our Service are based on public sources and current exchange rates, which may vary at the time of travel. Such rates are provided for information purposes only and our Group of Companies does not guarantee the accuracy of such conversion rates.

#### Fraud

If a booking or account shows signs of fraud, abuse, association with a government sanctioned person or entity, or other suspicious activity, we may request extra information from you.

If we reasonably conclude that a booking or account is associated with fraud or suspicious activity, we may:

- cancel any bookings associated with your name, email address or account
- close any associated accounts, and
- take legal action, including to seek to hold you liable for any loss.

Please [contact us](#) about the cancellation of a booking or closing of an account.

## **Section 5 - Cancelling or changing a booking**

### Cancellation or change by you

Cancellations or changes (with respect to the travel date, destination, place where the trip starts, property or means of transport) to a booking can be made by [contacting us](#).

You do not have an automatic right to cancel or change a booking unless allowed by the relevant Travel Provider under their Rules and Restrictions (which are provided to you before you make a booking).

Travel Providers may charge you fees for cancelling (in full or part) or changing a booking. Such fees will be set out in the Rules and Restrictions. You agree to pay any charges that you incur. Please be aware that for changes, the price of your new arrangements will be based on the applicable price at the time you ask us to make the change. This price may not be the same as when you originally booked the Travel Services. Prices tend to increase the closer to the departure date that the change is made.

Please read the relevant Rules and Restrictions, so you know which terms apply to your booking. For example:

- if you book a stay at a property and you do not cancel or change your booking before the relevant cancellation policy period, you may be subject to the cancellation or change charges as shown in the relevant Rules and Restrictions
- some properties do not permit cancellations of, or changes to, bookings after they are made
- if you make a Pay Later booking and you do not show up or cancel the booking, the property may impose a no-show or cancellation charge as shown in the relevant Rules and Restrictions and you will be charged the property's no-show or cancellation charge in the property's local currency
- if you do not show up or fail to use some or all of the Travel Services booked, refunds may only be due to you in line with the relevant Rules and Restrictions, and
- where a cancellation affects more than one person on a booking (for example, two airline tickets booked on a single itinerary, etc.), any applicable cancellation charge will be applied in respect of each person on the cancelled booking.

If you want to cancel or change any part of a booking and such cancellation or change is allowed by the relevant Travel Provider, then, in addition to any charges imposed by the Travel Provider, we may

also charge you an administration fee. If such an administration fee applies, it will be notified to you before you agree to proceed with the change/cancellation.

#### Other cancellation or change

We (and the relevant Travel Provider) may cancel your booking if full payment for the booking, or any applicable cancellation/change charge or fee relating to a booking is not received when due.

For a variety of reasons (such as a property is overbooked due to connectivity issues or a property is closed due to a hurricane, etc.), it is possible that a booking may be cancelled or changed by the Travel Provider or us. If this happens, we will make reasonable efforts to notify you as soon as possible and offer alternative options/assistance where possible or a refund. You may also have rights under the Australian Consumer Law in these circumstances.

#### Refund

Any refunds will be transferred back to you to the payment method you used to make the original booking. Such refunds will be made by the party that took your original payment. Our fees are not refundable unless this is stated otherwise during the booking process, or you are entitled to a refund under the Australian Consumer Law.

### **Section 6 - Travel Service specific terms**

This Section provides details of the terms relevant to the specific Travel Services provided by the Travel Provider. These details are not exhaustive and do not replace the relevant Rules and Restrictions, which are provided to you before you make a booking.

Each Travel Service may be offered separately or as part of a Package and is subject to the relevant Rules and Restrictions of the Travel Provider. Please also read this Section which will also apply to your booking as applicable. If there is any inconsistency between this Section and the relevant Rules and Restrictions, the relevant Rules and Restrictions prevail.

#### **Accommodation**

Our Service may provide you with the option to Pay Now or Pay Later. Room rates (including any applicable taxes and fees) are displayed to you through our Service under the Pay Now and Pay Later payment options. Please note that taxes and fees may vary depending on which payment option you choose. Tax rates and foreign exchange rates may change in the time between booking and your stay.

#### Pay Now

If you select the Pay Now payment option, the relevant company (as set out in Section 4 (Payment)) typically will charge the booking amount to your payment method on booking.



### Pay Later

If you select the Pay Later payment option, the Travel Provider will charge your payment method in the local currency at the time of your stay.

### Deposit

Some accommodation Travel Providers require a payment card or cash deposit at check-in to cover extra expenses incurred during your stay. Such deposit is not related to any payment received by the relevant company (as set out in Section 4 (Payment)) for your booking.

### First night no-show

If you do not show for the first night of your accommodation booking, but plan to check-in for the subsequent nights, please confirm this with us before the original check-in date. If you do not confirm this, then your whole booking may be cancelled. Refunds for no-show will only be due to you in line with the relevant Rules and Restrictions of the property.

### Group bookings

You may not book more than 8 rooms through our Service for the same property for the same stay dates. If you book more than 8 rooms in separate bookings, we may cancel your bookings. We may also charge you a cancellation fee and if you paid a non-refundable deposit, such deposit may be forfeited, except if you are entitled to a refund or other remedy under the Australian Consumer Law. If you want to book more than 8 rooms then please book through the "Groups and Meetings" section via our Service. You may be asked to sign a written contract or pay a non-refundable deposit, subject to any refund to which you may be entitled under the Australian Consumer Law.

### Ratings

Ratings shown through our Service indicate what you might expect from properties displaying that rating level, including (where applicable) through local and national star rating organizations. These may differ from standards in your own country. Site displayed ratings do not represent or promise any particular feature or amenity. Additional information is available in the "Overview" or "Amenities" section of the property details page. These guidelines are subject to change, and our Group of Companies and our Partners cannot guarantee the accuracy of any specific rating displayed from time to time through our Service.

### Meals

If meals are part of your accommodation booking, the number of meals included depends on the number of nights of your stay. Full board normally includes breakfast, lunch and dinner. Half board

normally includes breakfast and either lunch or dinner. No refunds will be available if one or more meals are not consumed.

### New South Wales Short-term Rental Accommodation Industry Code of Conduct

Travellers staying in short-term rental accommodation in New South Wales must comply with their obligations under the NSW Short-term Rental Accommodation Industry [Code of Conduct](#). The Code also places obligations on short-term rental accommodation industry participants, including us.

The terms “short-term rental accommodation” and “short-term rental accommodation industry participants” have the meaning set out in Part C of the Code. We recommend you familiarise yourself with any obligations applicable to you under the Code, which for travellers can be found in section 2.5. If you wish to lodge a complaint with the Commissioner for Fair Trading in the NSW Department of Customer Service regarding a short-term rental accommodation arrangement, please see section 3 of the Code.

### **Flights**

If you pay our Group of Companies (on behalf of the Travel Provider) for a standalone flight booking, we will act as agent of such Travel Provider. Your contract for the flight is between you and the relevant Travel Provider.

The price and availability of your flight is only guaranteed once your purchase of the Travel Service is completed and your tickets issued.

### Low-cost flights

For certain flights, the price displayed may have been converted from another currency. This is for convenience purposes to provide you an estimated price in your local currency. The actual amount charged by the airline may differ due to varying exchange rates applied by banks and card issuing companies. Please see Section 4 (Payment) for information on fees that may be charged by banks and card issuers.

### Site redirection

Sometimes you may be redirected from our Service to the airline’s website to complete your booking and pay. Your contract for any such booking is with the relevant airline Travel Provider. Our Group of Companies is not associated with, or liable in respect of, any such bookings.

### Flight terms and conditions

You understand and agree that:

- airlines ultimately control their schedules, and they may change or cancel your flight for a variety of reasons (for example, mechanical problems or adverse weather, etc.). Whenever the airline gives us information about a change or cancellation to your itinerary, we will pass it on to you and help you assess your options. You should always check the scheduled departure time of your flight before travel
- airlines control seating and we do not guarantee the availability of specific seats, even when pre-booked
- if you book a return flight and do not use the outward flight, the airline may cancel the return flight without refund
- for special or charter flights, the airline, the flight schedule, the aircraft type, the itinerary and possible stops are given as an indication only. These specifics may be subject to change even after confirmation
- some airlines impose extra charges for meals, luggage and preferred seat selection, etc. Unless we provide such optional services for booking through our Service then any reference about these extra optional services and related charges shown through our Service is for information only and may be updated by airlines at any time. Where we provide the option for you to book such extras through our Service, then the price of such optional extras will be displayed to you and after selection by you, added to your price
- you must follow the relevant Rules and Restrictions on the carriage of children. Children older than 2 on the return date must have a return ticket at a child fare for both the outbound and inbound flights. You will not be eligible for a refund of any seat charges incurred during travel if you do not comply. Children aged under 2 will not be allocated their own seat unless a child fare is booked for them. Unaccompanied children under 14 will only be allowed to fly in line with the relevant Rules and Restrictions
- the carriage of hazardous materials aboard aircraft in your luggage or on you is generally forbidden.

#### Combined one-way tickets

We may offer you the opportunity to book two one-way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights. They are often cheaper and can be combined on the same airline or on different airlines.

Unlike roundtrip tickets, each one-way ticket is subject to its own Rules and Restrictions. If one of these flights is affected by an airline change (such as cancellation or rescheduling), then you may have to make changes to the other flight. In such instances you will be responsible for any charges or fees incurred for making changes to the unaffected flight.

#### Air miles and vouchers

Air miles and vouchers from loyalty programs may not be used when booking flights through our Service.

### Airline liability

Law, treaties and the airline's own Rules and Restrictions normally limit an airline's liability for death, personal injury and other damages.

### Operating airlines

Flights booked with one airline are sometimes operated by another airline. When different, details of the operating airline are shown through our Service. The airline that issues your ticket will charge you for your flight and will appear on your payment method statement.

### No-show or cancellation

In case of a no-show or cancellation, you may be entitled to a refund of airport taxes and fees included in the price of the flight purchased. In this instance, you can request such a refund from [us](#), and we will submit your request to the airline on your behalf.

## **Cars**

### Payment

For certain bookings, payment for your car rental booking may be charged by the Travel Provider, not our Group of Companies.

When you collect your rental car, you/the driver must present your/their valid credit card. You must check with the Travel Provider which credit cards they accept. Debit cards are not accepted. The Travel Provider may submit an authorisation request to your credit card issuer during the rental period by way of a deposit. You/the driver should ensure you have a sufficient credit limit for this purpose. Some larger car types may require two credit cards.

If you do not follow the above rules, the Travel Provider may not make the vehicle available to you and you may, subject to the Rules and Restrictions, be required to pay an amount up to the full price of car rental Travel Services.

### Supplements

Extra charges may be payable by you locally to the Travel Provider. For example, these charges may cover refuelling, snow tyres, additional driver charges, young driver surcharges, child seats and delivery and collection fees, etc. We and the Travel Provider are not responsible for paying such extra charges.

An insurance excess amount may be applicable in the event of theft of, or damage to, the rental car and payable by you to the Travel Provider. This will vary depending on the Travel Provider and rental

country. Purchase of optional extra insurance coverage by you locally can remove/reduce the applicable excess. We and the Travel Provider are not responsible for any excess payable or the provision of extra insurance coverage.

Fuel is not usually included in the rental price. In some countries, some Travel Providers may charge you for refuelling when the vehicle is returned. Unless agreed otherwise, you must return the rental car to the same branch of the Travel Provider from which it was collected.

#### Collection and use of rental cars

Drivers must usually be aged between 21 and 75, although this can vary depending on the relevant Travel Provider and rental country. You are responsible for checking this with the Travel Provider. Extra charges may apply if a driver is aged below 25 or over 70.

When you collect your rental car, you/the driver must present your/their full valid driving licence for the category of vehicle rented. International rentals may have different driving licence requirements. Please check what exact documentation is required by the Travel Provider. For example, if the drivers' licence is not in the Roman alphabet, an international driving licence is required. Extra documentation, such as a passport or up to two forms of proof of name and address, may also be required.

Typically, you will not be permitted to take your rental car outside of the rental country and additional restrictions may apply.

#### Cancellation of bookings and unused rental days

No refunds will be offered on bookings cancelled within 6 hours of collection time or for any unused rental days.

#### **Activities**

Some Travel Providers offering activities may require you to sign their liability waiver prior to participating in the Travel Service they offer.

Activity Travel Services are not usually transferable nor eligible for refunds or changes unless the Travel Provider cancels such Travel Services, or unless required under the Australian Consumer Law.

#### **Package**

We provide the opportunity for you to book separate Travel Services together at the same time through our Service (for example, an accommodation booking and a flight booking) but each Travel Service is subject to its own Rules and Restrictions and these Terms (such a combined booking is a "**Package**").

## **Vrbo Vacation Rentals**

When you book a vacation rental property distributed through our Service from Vrbo or one of the Vrbo brands (Stayz, Bookabach, FeWo Direkt and Abritel), referred to as a “**Vrbo Vacation Rental**”, these Terms apply to your use of our Service, but the Vrbo terms and conditions we present to you during the booking process apply to your payment and booking of the Vrbo Vacation Rental.

### **Section 7 – International travel**

#### International travel

Although most travel occurs without incident, travel to certain destinations may involve more risk than others. You must review any travel warnings/advice, etc. issued by the relevant governments before you book international travel. You should also monitor such travel warnings/advice during travel and before your return journey to help avoid and minimise any potential disruptions.

#### Health

Recommended inoculations/vaccinations may change at any time. You should consult your doctor on current recommendations before you depart. You are responsible for ensuring you:

- meet all health entry requirements
- receive the recommended inoculations/vaccinations
- take all recommended medication, and
- follow all medical advice in relation to your travel.

#### Passport and visa

You must consult the relevant Embassy or Consulate for passport and visa information. Requirements may change so check for up-to-date information before booking and departure and allow sufficient time for all relevant applications.

Our Group of Companies is not liable if you are refused entry onto a flight or cruise ship or into any country, due to your conduct, including your failure to carry the correct and adequate travel documents required by any Travel Provider, authority or country (including countries you are transiting through). This includes all stops made by an aircraft or a cruise ship, even if you do not leave the aircraft or airport or cruise ship.

Several governments are introducing new requirements for airlines to provide personal information about all travellers on their aircraft. The data will be collected either at the airport when you check in or in some circumstances when you make your booking. Please contact the relevant airline you are travelling with if you have any questions about this.

Our Group of Companies does not represent or warrant that travel to international destinations is advisable or without risk and is not liable for damages or losses that may result from travel to such destinations.

## **Section 8 – Liability**

### Consumer rights under the Australian Consumer Law

If you are a consumer under the Australian Consumer Law, you have certain rights, including under the consumer guarantees. Nothing in these Terms or any Rules and Restrictions limits, excludes or modifies any rights you have that cannot lawfully be limited, excluded or modified. Information about the consumer guarantees is available from the website of the Australian Competition and Consumer Commission.

### Our liability

We own and operate our Service and the Travel Providers provide the Travel Services to you.

To the maximum extent permitted by law, our Group of Companies and our Partners will not be liable for:

- any such Travel Services that the Travel Providers make available to you
- for the acts, errors, omissions, representations, warranties or negligence of any such Travel Providers, or
- for any personal injuries, death, property damage or other damages or expenses resulting from the above.

The Travel Providers provide us with information describing the Travel Services. This information includes Travel Service details, photos, rates and the relevant Rules and Restrictions, etc. We display this information through our Service. The Travel Providers are responsible for ensuring that such information is accurate, complete and up to date. Our Group of Companies and our Partners will not be liable for any inaccuracies in such information, unless and only if we directly caused such inaccuracies (and this also includes property ratings which are intended as guidance only and may not be an official rating). Our Group of Companies and our Partners make no guarantees about the availability of specific Travel Services.

Photos and illustrations on our Service are provided as a guide to show you the level and type of accommodation only.

As mentioned above, if you are a consumer under the Australian Consumer Law, you have certain guaranteed rights. Subject always to those rights, and except as expressly set out in these Terms:

- all information, software, or travel services displayed through our Service are provided without any warranty or condition of any kind, and
- our Group of Companies and our partners disclaim all such warranties and conditions.

The display of Travel Services through our Service is not an endorsement or recommendation of such Travel Services by our Group of Companies or our Partners. Our Group of Companies and our Partners disclaim, to the maximum extent permitted by law, all warranties and conditions that our Service, its servers or any email sent from us or our Partners are free of viruses or other harmful components.

Subject to the limitations in these Terms and the Australian Consumer Law, neither our Group of Companies nor our Partners will be liable for any direct, indirect, punitive, special, incidental or consequential losses or damages arising from:

- the Travel Services
- the use of our Service
- any delay or inability to use our Service, or
- your use of links from our Service,

whether based in negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if our Group of Companies and our Partners have been advised of the possibility of such damages.

If our Group of Companies or our Partners are found liable for any loss or damage under these Terms, then, to the maximum extent permitted by law, we shall only be liable to you for direct damages that were:

- reasonably foreseeable by both you and us (or our Partners as applicable)
- actually suffered or incurred by you, and
- directly attributable to our actions (or the actions of our Partners as applicable),

and in the event of any liability of our Group of Companies and/or our Partners, such liability will in no event exceed, in total, 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.

This limitation of liability reflects the allocation of risk between you and us. The limitations specified in this Section will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose. The limitations of liability provided in these Terms inure to the benefit of our Group of Companies and our Partners.

If you are a consumer under the Australian Consumer Law and the goods and/or services supplied to you are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then the liability of our Group of Companies and our Partners for failure to comply with a consumer guarantee under the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) is



limited to one or more of the following, at our election or at the election of our Partners (as applicable):

- in relation to the supply of services: the resupply of the services or the payment of the cost of having the services supplied again; and/or
- in relation to the supply of goods: the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired.

Every instance of force majeure, including the interruption of means of communication or a strike by airlines, properties or air traffic controllers, will lead to the suspension of the obligations in these Terms that are affected by the force majeure event. In such a case the party affected by the force majeure event will not be liable as a result of the inability to meet such obligations.

#### Indemnity

You agree to defend and indemnify our Group of Companies and our Partners 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 ("**Losses**"), including but not limited to, reasonable legal and accounting fees, brought by third parties as a result of:

- your breach of these Terms or the documents referenced in them
- your violation of any law or the rights of a third party, or
- your use of our Service,

to the extent that such Losses are not directly caused by the actions of our Group of Companies or our Partners (as applicable).

#### Section 9 – Reviews, comments and photos

By submitting content to our Service by email, postings or otherwise, including any property reviews, photos, videos, questions, comments, suggestions, ideas or the like contained in any submissions (collectively "**Submissions**"), you grant our Group of Companies and our Partners as permitted by law, a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable through multi-levels right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or later devised.

You also acknowledge and agree that our Group of Companies and our Partners may choose to use the name that you submit with such Submission to attribute your Submissions (for example, listing your first name and hometown on a review that you submit) at our discretion in a non-identifiable format. Such Submissions may also be shared with the Travel Providers.

You also grant our Group of Companies the right to legally pursue any person or entity that violates your or our Group of Companies' rights in the Submissions.

Submissions are non-confidential and non-proprietary.

If possible, you expressly waive any and all 'moral rights' (including rights of attribution or integrity) that may subsist in your Submissions. You agree that you have no objection to the publication, use, modification, deletion or exploitation of your Submissions by our Group of Companies, our Partners or any of our other licensees.

You are fully responsible for the content of your Submissions. You must not post or transmit to or from our Service and agree that any Submissions you make do not contain any content that:

- is unlawful, threatening, libellous, defamatory, obscene, pornographic, or would violate publicity or privacy rights or any law
- is commercial (such as solicitation of funds, advertising, or marketing of any goods or services, etc.)
- infringes, misappropriates or violates any copyright, trademark, patent or other proprietary right of any third party, or
- is objectionable on the grounds of public interest, public morality, public order, public security or national harmony.

You will be solely liable for any damages resulting from not complying with the rules above, or any other harm resulting from your posting of Submissions to our Service.

We may exercise our rights (for example: to use, publish, display, delete, etc.) to any Submissions without notice to you.

If you submit more than one review for the same property, only your most recent Submission is eligible for use.

All reviews, photos and other content you submit are subject to our [Content and Photo Submission Guidelines](#).

We claim no ownership or endorsement of, or affiliation with, any Submissions made by you.

## **Section 10 – Intellectual property policy and notices**

### **Copyright and trademark notices**

All contents of our Service are ©2022 Wotif Group, an Expedia Group company. All rights reserved. Lastminute is a trademark or registered trademark of Expedia, Inc. Other logos and product and

company names mentioned herein may be the trademarks of their respective owners. We are not responsible for content on websites operated by parties other than us.

The Google® Translate tool is made available through our Service to enable you to translate content, such as user-generated reviews. The Google® Translate tool uses an automated process to translate text and this may result in inaccuracies. Your use of the Google® Translate tool is entirely at your own risk. We do not make any promises, assurances or guarantees on the accuracy or completeness of the translations provided by Google® Translate.

Our Service may contain links to websites operated by parties other than us. Such links are provided for your reference only. We do not control such websites and are not responsible for their content or your use of them. Our inclusion of such links does not imply any endorsement of the material on such websites or any association with their operators.

If you are aware of an infringement of our brand, please let us know by emailing us at [TrademarkComplaints@expediagroup.com](mailto:TrademarkComplaints@expediagroup.com). We only address messages concerning brand infringement at this email address.

#### Intellectual property infringement policy and complaints

We respect the intellectual property rights of others and expect our suppliers, partners, and users (collectively "Users") to do the same. We have a policy of prohibiting Users from posting materials that infringe the copyright, trademark rights, or other intellectual property rights of others, and under appropriate circumstances we will terminate the account of Users who are repeat infringers. The requirements and instructions for filing copyright and trademark complaints can be found in the "Intellectual Property Infringement Complaints and Forms" located [here](#).

#### Patent notices

One or more patents owned by us or our Group of Companies may apply to our Service and to the features and services accessible through our Service. Portions of our Service operate under licence of one or more patents. Other patents pending.

### **Section 11 – Software available on our Service**

#### Software

Any software made available to download from our Service or a mobile app store ("**Software**"), is the copyrighted work of our Group of Companies or our respective suppliers. Your use of the Software is governed by the terms of the end user licence agreement (if any) which accompanies the Software ("**Licence Agreement**"). You must first agree to the Licence Agreement to install, download or use any Software.

For any Software not accompanied by a Licence Agreement, we grant you a limited, personal, non-exclusive, non-transferable and non-sub-licensable licence to download, install and use the Software for using our Service in line with these Terms and for no other purpose. The Software is provided to you free of any fees or charges.

All Software (such as all HTML code and Active X controls, etc.) contained on our Service, is owned by our Group of Companies, our Partners or our respective suppliers. All Software is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is prohibited by law and may result in severe civil and criminal penalties. Anyone who violates this will be prosecuted.

Without limiting the above, copying or reproduction of the Software to any other server or location for further reproduction or redistribution is expressly prohibited. The Software is warranted, if at all, only according to the terms of the Licence Agreement.

### Map terms

Your use of mapping available on our Service is governed by the Google Terms of Use and Microsoft Terms of Use, and by the Google Privacy Statement and Microsoft Privacy Statement. Google and Microsoft reserve the right to change their Terms of Use and Privacy Statements at any time, at their sole discretion. Please click below for additional information:

<https://privacy.microsoft.com/en-us/privacystatement>

<http://www.microsoft.com/maps/assets/docs/terms.aspx>

<http://www.google.com/privacy/privacy-policy.html>

[http://www.google.com/enterprise/earthmaps/legal/us/maps\\_AUP.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html)

[https://maps.google.com/help/legalnotices\\_maps/](https://maps.google.com/help/legalnotices_maps/)

[http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)

OpenStreetMap geo data used in mapping is © OpenStreetMap contributors and available under the [Open Database Licence \(ODbL\)](#).

### **Section 12 – Your privacy and personal information**

We are committed to the privacy, confidentiality, and security of personal information entrusted to us.

Please review our current [Privacy Statement](#), which also governs your use of our Service and is incorporated by reference into these Terms, to understand our practices.

### **Section 13 – Complaints**

#### Traveller support and the handling of complaints

For answers to your questions or ways to contact us, visit [our support page](#).

## **Section 14 – General**

### Governing law and jurisdiction

These Terms are governed by the laws of New South Wales, Australia. You consent to the exclusive jurisdiction and venue of New South Wales courts in all disputes arising out of or relating to the use of our Service. Use of our Service is unauthorised in any jurisdiction that does not give effect to all provisions of these Terms including, without limitation, this paragraph.

### Insurance

Unless otherwise stated, prices displayed do not include travel insurance. You are advised to take out insurance that covers the consequences of certain cases of cancellation and certain risks (such as the cost of repatriation in the event of an accident or illness). You are responsible for ensuring that any insurance policy taken out adequately covers your requirements. You may be shown certain travel insurance products. If so, details of the insurance provider, relevant key information and terms and conditions will be shown on our Service.

### Failure to invoke

Our failure or delay to enforce any provision of these Terms, does not waive our right to enforce the same or any other provision(s) of these Terms in the future.

### Unenforceable provisions

If any provision (or part provision) of these Terms is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part provision) shall, if required, be deemed not to form part of these Terms with you. In such a case, the validity and enforceability of the other provisions shall not be affected.

### Entire agreement

These Terms constitute the entire agreement between you and us with respect to our Service. They supersede all prior or contemporaneous communications (whether electronic, oral, or written) between you and us about our Service.

### Assignment

We may, and you may not, assign, subcontract or delegate rights, duties or obligations under these Terms.

### Third party rights

Save as expressly stated in these Terms we do not intend any part of these Terms to be enforceable by any person who is not a party to these Terms. No third party's consent shall be required for the waiver, variation or termination of any part of these Terms. These Terms do not give rise to any rights under any applicable laws or regulations in relation to rights of third parties to enforce any part of these Terms.

### Survival of obligations

Any provision of these Terms, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of these Terms, shall survive such expiration or termination.

## **Section 15 - Registrations**

### New York State Tax Registration

New York sales taxes and New York City occupancy taxes, where applicable, are due on your property stay. For Pay Now accommodation bookings, Travelscape, LLC's New York sales tax vendor registration number is 880392667 and its New York City hotel occupancy tax registration number is 033960.

Please click below for additional information:

[New York State Certificate of Authority](#)

[New York City Certificate of Authority](#)