

Orbitz Rewards Terms & Conditions

Effective May 26, 2021

The Orbitz Rewards program ("Program" or "Orbitz Rewards Program") is offered to registered users of Orbitz.com at the sole discretion of Orbitz, LLC, and is open only to individuals who are eighteen (18) years of age and older and have a valid email address. Participation in the program, including earning and redeeming of "Orbucks", is subject to these Terms and Conditions. The terms "You" and "Your" throughout these Terms and Conditions refer to any member and any person eligible to participate in the Program, as applicable.

The Program has no predetermined termination date and may continue until such time as Orbitz decides to terminate the Program. Orbitz may terminate the Program at any time with or without prior notice to you.

Orbitz makes no guarantees, warranties, or representations of any kind concerning the Program. The Program is void where prohibited by applicable federal, state, or local laws or regulations. The Terms and Conditions of this Program are subject to change as may be necessary to comply with such laws or regulations. By participating in the Program, You release Orbitz and its affiliates and partners from all claims or liability regarding Your participation in the Program, including but not limited to any claims related to the earning and redemption of Orbucks. Orbitz suppliers are in no way affiliated with or responsible for Orbitz Rewards Program administration.

Disputes and Other Terms

Orbitz is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. But if we are unsuccessful, you may pursue claims as explained in this section.

You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Services, any dealings with our customer service agents, any services or products provided, any representations made by us, or our Privacy Policy ("Claims") by contacting Customer Support. If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

Any and all Claims will be resolved by binding arbitration, rather than in court, except you may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us, our subsidiaries, travel suppliers or any companies offering products or services through us, including Providers, (which are beneficiaries of this arbitration agreement). This also includes any Claims that arose before you accepted these Terms, regardless of whether prior versions of the Terms required arbitration.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys' fees and costs), and must follow and enforce these Terms as a court would.

Arbitrations will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA Consumer Rules. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this section. If your total Claims seek less than \$10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator's fees, unless the arbitrator determines your Claims are frivolous. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to Orbitz Legal: Arbitration Claim Manager," at 1111 Expedia Group Way W., Seattle, WA 98119. If we request arbitration against you, we will give you notice at the email address or street address you have provided. A party requesting arbitration must also provide a copy of the request to the AAA, at Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or online at www.adr.org or at any AAA office.

Any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a Claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. The Federal Arbitration Act and federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

Orbitz may at its sole discretion modify any of the Terms and Conditions governing the Program—including, but not limited to, the rules for earning and redeeming Orbucks, the expiration policy for Orbucks and the products and services on which Orbucks may be earned and redeemed—at any time, with or without notice, even though these changes may affect your ability to use any Orbucks or benefits you have already earned. Orbitz reserves the right in its sole discretion to disqualify any Orbitz Rewards Member it finds to be tampering with the operation of the Program or to be acting in violation of these Terms & Conditions or in a fraudulent or deceptive manner. Any attempt by any Orbitz Rewards Member to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Orbitz reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Orbitz to enforce any of these Terms & Conditions shall not constitute a waiver of that provision. Orbitz makes no guarantees, warranties, or representations of any kind concerning the Program.

You release Orbitz and its affiliates and partners from all liability regarding the earning, redemption, and use of Orbucks, including any Orbucks that, after receipt, may be lost, stolen, or destroyed. Orbitz and any of their officers, employees, or agents are not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss or loss of profits) with respect to the breach of any of these Orbitz Rewards Terms and Conditions by any person, or for any death or injury or

consequential loss or damage arising from the supply or redemption of Orbucks or any other of Your benefits save to the extent that such loss or claim arises from the willful misconduct of Orbitz or any of their officers, employees or agents.

Orbitz suppliers are in no way affiliated with or responsible for Orbitz Rewards Program administration.

The Program has no predetermined termination date and may continue until such time as Orbitz decides to terminate the Program. Orbitz may terminate the Program at any time. Upon termination, you will have ninety (90) days from the date Program termination is announced to use available Orbucks remaining in your account. After that date, any Orbucks will be forfeited without compensation.

Your continued participation in the Program constitutes your acceptance of any changes to these Terms and Conditions. You are responsible for remaining knowledgeable as to any changes that Orbitz may make to these Terms and Conditions. The most current version of these Terms and Conditions will be available on the website at www.orbitz.com/rewards and will supersede all previous versions of these Terms and Conditions.

These Terms & Conditions govern Your participation in the Program. By participating in the Program, You agree to be bound by these Terms & Conditions. All Terms & Conditions of the Orbitz.com Website are applicable for the Terms & Conditions of the Orbitz Rewards program. Adhering to these or choosing one over another is solely by the discretion of Orbitz.

Definitions

"Eligible Booking" means any Eligible Activities booking, Eligible Flight booking, Eligible Hotel booking, and Eligible Package booking through Orbitz.com or the Orbitz mobile app that is completed (not cancelled) by the Orbitz Rewards member.

"Eligible Activities" means any pre-paid, stand-alone activities booked on Orbitz.com or the Orbitz mobile app.

"Eligible Flight" means any stand-alone flight booked on Orbitz.com or the Orbitz mobile app.

"Eligible Hotel" means any pre-paid, stand-alone hotel booked on Orbitz.com or the Orbitz mobile app.

"Eligible Package" means any pre-paid Flight+Hotel, Flight+Car, and Hotel+Car booked together on Orbitz.com or the Orbitz mobile app.

"Gold member" means an Orbitz Rewards member who has achieved tier two status in the Program. To qualify for and maintain Gold member status You must stay 4 room nights at an Eligible Hotel or at a hotel booked as part of an Eligible Package within the calendar year.

"Member ID" means the e-mail address You use (with Your password) to sign in to Orbitz.com.

"Orbitz Rewards member" means any person who has registered for the Orbitz Rewards Program and is eligible to earn and redeem Orbucks. The term Orbitz Rewards member includes Silver members, Gold members and Platinum members.

"Orbucks" are the base units of measurement in the Orbitz Rewards program. The value of one (1) Orbuck is equal to a credit of one (1) US Dollar on a Redeemable Hotel.

"Platinum member" means a member who has achieved tier three status in the Program. To qualify for and maintain Platinum member status You must stay 12 room nights at an Eligible Hotel or at a hotel booked as part of an Eligible Package within the calendar year.

"Redeemable Hotel" means any pre-paid, stand-alone hotel that shows an "Orbucks applied" message for that hotel on the search results page on Orbitz.com or the Orbitz mobile app.

"Silver member" means an Orbitz Rewards member who has not achieved tier two or tier three status in the Program

Membership

To enroll in the Orbitz Rewards Program, You must set up an account and enter a password. Upon enrollment, You will be issued an Orbitz Rewards account.

As an enrolled Orbitz Rewards member, You will receive regular account servicing updates by email and other email notifications, including marketing emails.

Membership with Orbitz Rewards is not transferable. You are responsible for regularly checking Your account and must notify Orbitz of any omissions, incorrect entries, or other discrepancies.

Information about your Orbitz Rewards account can be accessed via www.orbitz.com/rewards

when logged in with Your Member ID. Information includes but is not limited to Your Member ID, Orbucks balance, tier status (Silver member, Gold member, Platinum member), and account history (Orbucks earned and redeemed).

Earning Orbucks on Eligible Bookings

To earn Orbucks for an Eligible Booking, you must either (i) be enrolled in the Orbitz Rewards Program and signed in to Orbitz.com prior to completing an Eligible Booking, or (ii) be enrolled in Orbitz Rewards after completing an Eligible Booking, but before travel has started. To qualify for Orbucks under (ii), You must have created an account before or at the time of completing an Eligible Booking. Orbucks will be awarded only to the account of the Orbitz Rewards member who made the Eligible

Booking; additional individuals named as travelers on the itinerary will not earn Orbucks. If booking a trip for another individual as a travel arranger, the Orbitz Rewards Program account linked to the Member ID used to book the travel will earn Orbucks for the Eligible Booking.

For additional information, visit www.orbitz.com/rewards/.

Eligible Activities: You will earn Orbucks on Your Eligible Activities bookings, excluding the cost of any taxes and fees (whether charged by Orbitz or the activity supplier), and excluding the costs of any insurance added to the booking, based on the percentages indicated at orbitz.com/rewards.

Eligible Flights: You will earn Orbucks on Your Eligible Flight bookings up to a maximum earn annually per Orbitz Rewards member (maximum earn amount is based on your membership tier, as set forth herein) based on the percentages indicated at orbitz.com/rewards, unless otherwise specified in the terms and conditions of any offer or promotion awarding Bonus Orbucks. The maximum earn for a Silver member is \$50 in Orbucks per year; for a Gold member, the maximum earn is \$250 in Orbucks per year; and for a Platinum member, the maximum earn is \$1,000 in Orbucks per year. You will only earn Orbucks on the amount paid. Orbucks will not be earned for any change or cancellation fees imposed by an airline or Orbitz for changing or cancelling a flight. You will not earn Orbucks on any charges collected directly by the airline, e.g., checked baggage fees, priority boarding, advance seat assignment.

Eligible Hotels: You will earn Orbucks on Your Eligible Hotel booking, exclusive of taxes and fees, based on the percentages indicated at orbitz.com/rewards, unless otherwise specified in the terms and condition of any offer or promotion awarding Bonus Orbucks. As such, you will not earn Orbucks on taxes and fees associated with the Eligible Hotel booking or on any charges collected directly by the hotel, e.g., Resort fees, room service, room upgrades.

Eligible Packages: You will earn Orbucks on Your Eligible Package booking, exclusive of taxes and fees related to the Hotel-portion of any Eligible Package, based on the percentages indicated at orbitz.com/rewards. You are eligible to earn Orbucks for a price difference due to an addition or exchange. For example: if You add an additional night at an Eligible Hotel for an existing reservation, You will earn Orbucks on the amount paid for the additional night. You will not earn Orbucks for any fees associated with a post-purchase update to the itinerary (change, cancel, etc.) or for any charges collected directly by the supplier (e.g. Resort fees, room service, room upgrades, etc., at hotels; baggage check fees, priority boarding, advance seat assignment, etc. to an airline; additional mileage, car seats, fuel, etc. at rental car companies).

Bonus Orbucks: Orbitz may periodically conduct promotions that offer Bonus Orbucks to Orbitz Rewards members. The earning, redemption, and expiration dates of Bonus Orbucks earned from Orbitz Rewards promotions are governed by the terms of each individual promotion.

Changes and Cancellations to Eligible Bookings: You can view Your Orbucks balance in the "My Orbucks Activity" section of Your "My Account" page. Changes or cancellations to any Eligible Bookings may result in changes to the amount of Orbucks credited/ debited to Your Orbitz Rewards Program account. If You have already applied Orbucks to a new Redeemable Hotel booking, the refund for the canceled Eligible Booking will be reduced by the value of the Orbucks earned from the canceled Eligible Booking that You already redeemed. Net refund transaction details appear under the "My Orbucks Activity" tab.

No Orbucks will be earned for change or cancellation fees imposed by Orbitz or its suppliers.

If Your Orbitz Rewards account does not represent the correct number of Orbucks that You should have been awarded as determined by Orbitz, Orbitz reserves the right to adjust Your Orbucks balance. If You believe Your Orbitz Rewards account has been the subject of any suspicious activity, please contact Orbitz Customer Service immediately. If it is determined You have been the victim of a fraud, the Orbucks You have earned will be transferred to a new Orbitz Rewards account.

Redeeming Orbucks

Orbucks earned on an eligible hotel booking may be used towards any Redeemable Hotel booking. Orbucks earned on an eligible activity, flight or flight-inclusive package booking may be used towards any Redeemable Hotel booking with a check-in date (a) 48 hours after you booked the eligible activity, flight or flight-inclusive package on which the Orbucks were earned, or (b) on the departure date of the activity, flight or flight-inclusive package booking, whichever is earlier. If you attempt to use Orbucks on a Redeemable Hotel booking that does not meet the foregoing conditions, You may not be able to apply some or all of Your Orbucks to that Redeemable Hotel booking. Redeemable Hotels are designated in hotel search results by an "Orbucks applied" message for that hotel.

When booking a Redeemable Hotel, You will have the option to use all Your Orbucks to pay for part or all of the booking (if Your Orbucks balance is greater than amount due). If You choose to use Your Orbucks, we will subtract the amount of the Orbucks You are redeeming from the total amount due for Your Hotel booking, inclusive of taxes and fees. If You choose not to use Your Orbucks, they will remain in Your account for future use, subject to any expiration. Orbucks with the earliest expiration date will be redeemed first.

If You make a multiple room booking at a Redeemable Hotel and choose to use Your Orbucks, Your Orbucks will be deducted from the total cost of the booking. Orbucks applied to multiple room bookings cannot be selectively applied to any one room but are applied to the overall total cost of the Redeemable Hotel booking. If You subsequently cancel one or more rooms in the multiple room booking, and if You are entitled to a refund, the amount refunded to You will be the cost of the particular room canceled less the amount of Orbucks proportionally applied across all rooms. The amount of Orbucks proportionally applied to the canceled room will be refunded to Your account.

If You choose to redeem Orbucks, then the Orbucks are deducted from Your Orbucks balance immediately. If the Redeemable Hotel at which you are redeeming is also an Eligible Hotel, You will earn Orbucks on the portion of Your booking not paid for with Orbucks.

If You cancel a refundable reservation within the cancellation window at a Redeemable Hotel paid in whole or in part by Orbucks, the Orbucks used for the Redeemable Hotel booking may be re-issued to Your account with their original expiration date. To the extent You used Orbucks to pay taxes and/or fees chargeable with respect to such Redeemable Hotel booking, any Orbucks that are re-issued to Your account are re-issued in the following order of priority: (i) the portion used to pay any and all taxes charged with respect to the Redeemable Hotel booking (if any), (ii) the portion used to pay fees (if any) and (iii) all other costs of the Redeemable Hotel booking. Orbucks redeemed on a non-refundable reservation at a Redeemable Hotel will not be re-issued to Your account under any circumstances. Orbucks cannot be used to pay or offset any cancellation fee. All bookings and cancellations are governed by the Orbitz Terms and Conditions and any separate hotel policies that may apply.

Orbucks cannot be redeemed for cash. Orbucks may not be assigned, sold, transferred, and/or pledged to any third party or to another account. You have no property rights or other legal interests in Orbucks. You are responsible for any personal tax liability that may be related to participation in the Orbitz Rewards Program and redemption of any Orbucks.

Expiration of Orbucks

Non-Bonus Orbucks: Except as otherwise provided in these Orbitz Rewards Terms and Conditions, all non-Bonus Orbucks earned through the purchase of Eligible Bookings expire at 11:59 p.m. Central Time on the 365th day after they were earned. Once Orbucks have expired, they cannot be reinstated under any circumstances.

Bonus Orbucks: Orbitz Rewards may periodically conduct promotions that offer Bonus Orbucks to Orbitz Rewards members. Bonus Orbucks earned from Orbitz Rewards promotions expire according to the terms and conditions of the applicable promotion, and may not be refundable if You cancel a Redeemable Hotel reservation to which the Bonus Orbucks were applied. Bonus Orbucks earned through promotional activities are equal in dollar value to Orbucks earned through Eligible Bookings. Bonus Orbucks will be credited/ debited to Your account in accordance with their terms & conditions upon completion of the promotional activity.

You may view the expiration date of all earned, unexpired, and unredeemed Orbucks in the “My Orbucks Activity” section of “My Account.” Expiration occurs at 11:59 p.m. Central Time on the date listed. If Your account is deactivated, Orbitz reserves the right to expire all of Your Orbucks.

Orbitz Rewards Membership Tiers

There are three membership tiers in Orbitz Rewards. The tier one, entry level is a Silver member. A Silver member may progress to Gold member (tier two) and then to Platinum member (tier three) by booking and staying nights in Eligible Hotels, as follows:

Silver Member: To qualify for Silver member tier status, You must join the Program and accept and adhere to the Terms & Conditions of the Program.

Gold member: To qualify for Gold member status, which is the second tier of the Program, You will need to stay at least four (4) room nights at an Eligible Hotel or at a hotel booked as part of an Eligible Package within the calendar year (January 1 through December 31).

Platinum member: To qualify for the Platinum member tier, which is the third and highest tier of the Program, You will need to stay at least twelve (12) total room nights in an Eligible Hotel or at a hotel booked as part of an Eligible Package within the calendar year (January 1 through December 31).

Tier status will remain in effect for the remainder of the calendar year in which You qualified, the next full calendar year, and through February 28 of the following year. Only bookings made after a member joins Orbitz Rewards will count towards tier status. You must be an Orbitz Rewards member and You must be signed in to Orbitz.com for Your Eligible Hotel booking to count towards tier status. Your Orbitz Rewards account will be updated with new tier status within 24 hours of check-in on the Eligible Hotel booking that qualifies You for that status.

Qualification stays must start on December 31 of the qualifying year to count toward status. A qualification stay that begins in one calendar year and ends in the next will count toward tier status for the prior calendar year.

Orbucks earned do not contribute to tier status. Tier status can only be achieved through Eligible Hotel bookings and stays. If Your account is deactivated, Orbitz reserves the right to expire Your tier status.

Orbitz reserves the right to remove, at any time, any Orbucks earned or Eligible Hotel room nights counting toward tier status that were earned or awarded for unused products and services. Orbucks will be removed in cases where an Orbitz Rewards member receives a refund, from either Orbitz or a travel supplier or vendor.

For further information on Silver member, Gold member and Platinum member benefits: Click [here](#).

Flexible Reimbursement Program

Gold members and Platinum members may receive an annual USD 50 reimbursement in Orbucks for travel incidentals related to their Orbitz bookings, including but not limited to baggage fees, seat upgrade fees booked through Orbitz, airport or in-flight wifi, in-cabin pet fees, activities booked through Orbitz and grand transportation booked through Orbitz. Members can submit up to 3 reimbursement claims per calendar year for the above-listed expenses and will be reimbursed up to USD 50 per year. Members must submit screenshots or electronic files showing the relevant expenses as well as a reimbursement form, and, if approved, Orbitz will credit the member's account with the corresponding amount of Orbucks up to USD 50 within 10 days.

Changes to Orbitz Rewards Terms & Conditions

Orbitz may change or cancel the Program rules, Program benefits, and these Terms and Conditions at any time without prior notice. These changes may affect the value of Orbucks already earned. Orbitz reserves the right to terminate the Program, or any part thereof, in any jurisdiction, at any time, with or without notice, even though such termination may affect the right to earn Orbucks or redeem Orbucks, or the value of previously earned Orbucks. Orbitz is not liable to Orbitz Rewards members in any way for any value or benefits Orbitz Rewards members may lose as a result of any changes made to the Program. It is the responsibility of Orbitz Rewards members to check the Orbitz.com website regularly for any changes to the Terms and Conditions of the Orbitz Rewards Program. Continued membership in the Program will be deemed as acceptance of the current Orbitz Rewards Terms and Conditions. Any previous versions of the Orbitz Rewards Terms & Conditions are null and void.

Fraudulent Activity

Orbitz has the right to monitor all Orbitz Rewards members' account activity. If Your Orbitz Rewards account shows signs of fraud, abuse, or suspicious activity, Orbitz may, in its sole discretion, close or freeze Your Orbitz Rewards account immediately, and You may lose some or all of Your earned Orbucks, including any Orbucks earned through fraudulent bookings. Examples of fraud, abuse, or suspicious activity include but are not limited to breaching these Terms and Conditions; engaging in any illegal or fraudulent conduct or activities with respect to the earning or redeeming of Orbucks; supplying or attempting to supply false or misleading information to Orbitz or a travel supplier; making a misrepresentation to Orbitz or a travel supplier; selling, assigning, transferring, or acquiring, or offering to sell, assign, transfer, or acquire, any Orbucks; or making claims under the Price Guarantee solely for the purpose of obtaining Orbucks without an intent to actually use the service that is the subject of a Price Guarantee claim. To contest freezing of an account or the cancellation of Orbucks, please call Customer Service.

If You have conducted any fraudulent activity, Orbitz reserves the right to take any necessary legal action. In addition, You may be liable for monetary losses to Orbitz, including litigation costs and damages, and You will not be allowed to participate in the Orbitz Rewards Program in the future.