

# TERMS OF SERVICE

*Last revised: 06/06/22*

## 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., 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 our Group of Companies provides 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 stays at a property, 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 and we or the Travel Provider may debit your account for any costs we or they incur as a result of such violation.

Travel Providers may either be individuals acting on a consumer to consumer basis, or professionals operating on a business to consumer basis. On our Service we label listings as “private host” or “private supplier” where the Travel Provider has notified us that they are acting in the capacity as an individual (non-professional). If you enter into an agreement with an individual

on a consumer-to-consumer basis, please be aware that consumer law will not apply in relation to your contract with the Travel Provider. The Travel Provider is solely responsible for determining whether or not they are operating as a consumer or a business and for any representations they make to you with respect to their status.

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.

We aim to provide you with many travel options through our Service. Our Service does not present you with an exhaustive list of travel options that are available at a particular destination or in response to a particular search query. Travel Services available for booking through our Service and additional travel options may also be available for booking through other distribution channels.

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.

## Redirection and third-party booking services

If you are redirected from our Service to a third-party booking service to make a travel booking, please bear in mind that any bookings made through such a booking service will be with the third-party and not with us. We are not responsible for bookings made through third-party booking services and we have no liability to you in respect of such a booking, except if they form part of a Linked Travel Arrangement as defined and explained at Section 6 (Packages). The terms and conditions of the third-party service provider will set out what rights you have against them and will explain their liability to you. If the booking you make with a third-party service provider forms part of a Linked Travel Arrangement, then we have protection in place to refund your payments to us for any services not performed because of our insolvency.

### **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 email 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 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.

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

### 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 (as defined in Section 6 (Packages)), 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.

<b>Location</b>	<b>Our company taking your payment</b>
Austria, Bahrain, Belgium, Bulgaria, China, Denmark, Egypt, Finland, France, Germany, Greece, Hungary, Iceland, Indonesia, Ireland, Italy,	Travel Partner

Jordan, Kuwait, Lebanon, Malaysia, Morocco, Netherlands, Norway, Oman, Qatar, Philippines, Portugal, Romania, Saudi Arabia, South Africa, Spain, Sweden, Taiwan, Thailand, Turkey, United Arab Emirates, Vietnam	Exchange S.L.
Australia	Travelscape, LLC. a company registered in Australia
Brazil	Expedia do Brasil Agência de Viagens e Turismo Ltda.
Argentina, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Panama, Peru, Venezuela	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.
	Expedia Mexico, S

Mexico	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.

Notwithstanding the governing law and jurisdiction paragraph in Section 15 (General) of these Terms, 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.

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

1. verify your payment method by obtaining a pre-authorisation, charging

- a nominal fee or through other verification means, and
2. 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), or if you have booked a Package (as defined in Section 6 (Packages)) and such cancellation or change is permitted (see Section 6 (Packages)).

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.

For additional rights and restrictions relating to a Package (as defined in Section 6 (Packages), see Section 6 (Packages).

### 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 or a refund where possible.

### 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.

## **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 (as defined in Section 6 (Packages) 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.

## **Stays**

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 stay 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 stay 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-shows 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. 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.

## 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 organisations. 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 stay 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.

## **Flights**

The Rules and Restrictions of the Travel Providers of flight Travel Services are made available prior to making a booking and can be reviewed [here](#).

If you pay our Group of Companies (on behalf of the Travel Provider) for a stand-alone 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 return 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 return 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 programmes 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.

### EU Community list

In accordance with EU regulations, details of air carriers that are subject to an operating ban within the European Community are available at <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32022R0594>.

### Compensation for denied boarding and delays

If an airline cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at your stopover or destination point, or causes you to miss a connecting flight on which you have a booking, you may be entitled to certain remedies from the airline under [Regulation \(EC\) 261/2004](#).

## **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, or on ferries, 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.

## Things to do/activities

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

Things to do Travel Services are not usually transferable nor eligible for refunds or changes unless the Travel Provider cancels such Travel Services or such Travel Services are booked as part of a Package and such rights arise under Section 6 (Packages).

## Packages

### I. Defined words/phrases

In this Section:

**“Linked Travel Arrangement”** means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a Package, resulting in the conclusion of separate contracts with the individual travel providers, if we facilitate:

- on the occasion of a single visit or contact with our point of sale, the separate selection and separate payment of each travel service by you; or
- in a targeted manner, the procurement of at least one additional travel service from another travel provider where a contract with such other travel provider is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

Where not more than one type of travel service as referred to in sub-paragraph (a), (b) or (c) of the definition of “travel service” below and one or more tourist services as referred to in sub-paragraph (d) of the definition of “travel service” below are purchased, they do not constitute a Linked Travel Arrangement if the latter services do not account for a significant proportion of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday.

**“Package”** means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if:

- those services are combined by us, including at the request of or in accordance with your selection, before a single contract on all services is concluded; or
- irrespective of whether separate contracts are concluded with individual

travel providers, those services are: (i) purchased from a single point of sale and those services have been selected before you agree to pay, (ii) offered, sold or charged at an inclusive or total price, (iii) advertised or sold under the term 'package' or under a similar term, (iv) combined after the conclusion of a contract by which we entitle you to choose among a selection of different types of travel services, or (v) purchased from separate travel providers through linked online booking processes where your name, payment details and email address are transmitted from the travel provider with whom the first contract is concluded to another travel provider or providers and a contract with the latter travel provider or providers is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

A combination of travel services where not more than one type of travel service as referred to in sub-paragraph (a), (b) or (c) of the definition of "travel service" below is combined with one or more tourist services as referred to in sub-paragraph (d) of the definition of "travel service" below is not a Package if the latter services: (1) do not account for a significant proportion of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or (2) are selected and purchased only after the performance of a travel service as referred to in sub-paragraph (a), (b) or (c) of the definition of "travel service" below has started.

**"Package Travel Regulations"** means the Package Holiday and Travel Trade Act 1995 (as amended by the European Union (Package Travel and Linked Travel Arrangements) Regulations 2019 (S.I. 80 of 2019) and the European Union (Package Travel and Linked Travel Arrangements) (No. 2) Regulations 2019 (S.I. No. 105 of 2019)).

**"travel service"** means: (a) carriage of passengers; (b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes; (c) rental of cars and certain other motor vehicles, or motorcycles (requiring certain driving licences); and (d) any other tourist service not intrinsically part of a travel service within the meaning of sub-paragraphs (a), (b) or (c). Travel insurance should not be considered a travel service. Other tourist services which are not intrinsically part of carriage of passengers, accommodation or the rental of motor vehicles or certain motorcycles, may be, for instance, admission to concerts, sport events, excursions or event parks, guided tours, ski passes and rental of sports equipment such as skiing equipment, or spa treatments. However, if such services are combined with only one other type of travel service, for instance accommodation, this should lead to the creation of a Package or a Linked Travel Arrangement only if they account for a significant proportion of the value of the Package or Linked Travel Arrangement, or are advertised as or otherwise represent an essential feature of the trip or holiday. If other tourist services account for 25% or more of the value of the combination, those services should be considered as representing a significant proportion of the value of the Package or Linked Travel Arrangement. Where other tourist services are added, for instance, to hotel accommodation, booked as a stand-alone service, after the traveller's arrival at the hotel, this would not constitute a Package.

**“Unavoidable and Extraordinary Circumstances”** means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken. This may cover, for example, warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the Package contract.

## II. In simple terms

A Package exists when you make a single booking:

- for multiple services for the same trip or holiday,
- make a single payment; and
- those services include a combination of at least two of the following travel services made available through our Service: flight; stay; car; and things to do.

## III. Your Package

Your Booking Confirmation will confirm what is included in your Package.

Packages shown through our Service are made available by Expedia Travel. Expedia Travel will act as the “organiser” of your Package under the Package Travel Act.

Packages provided by Expedia Travel are subject to:

- these Terms; and
- the relevant Rules and Restrictions of the Travel Providers of the travel services which make up the Package (such as the airline or property, etc.).

## IV. Bookings

All Package bookings are subject to availability at the time of booking. We try hard to make sure that the information related to Packages is up to date. But we do not guarantee that any Packages displayed will still be available at the time of booking. As soon as possible after you make a booking, we will inform you if, for any reason, the Package you request to book is not available.

A contract between you and Expedia Travel for your Package will only come into existence when you have paid the price for your booking and we have sent you a Booking Confirmation.

## V. Prices

Expedia Travel may change the price of your Package after we have sent your Booking Confirmation, to pass on to you changes in:

- the price of the carriage of passengers, resulting from the cost of fuel or

- other power sources;
- the level of taxes or fees payable on the travel services included in your booking imposed by third parties (other than Expedia Travel/applicable Travel Providers). These include tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, etc.; or
- the exchange rates relevant to the Package.

Expedia Travel will only be able to change the price in this way if we notify you of any price increase at least 20 days before your Package starts, together with a calculation and an explanation for this change.

If we notify you of an increase to the price of your Package of more than 8% of its total price, then you may:

- accept and pay for the price increase;
- reject the price increase and cancel your Package and receive a full refund without paying any termination fees; or
- reject the price increase, cancel your Package without paying any termination fees and take an alternative Package if Expedia Travel decides to offer this.

If you decide to take an alternative Package, we will inform you of the price impact on your booking. If the alternative Package is of lower quality or cost, you may be entitled to a price reduction in line with paragraph IX of this Section 6 (Packages). Expedia Travel will give you a reasonable time frame to make your decision. If you do not confirm within this time, then, where reasonable, Expedia Travel will send a reminder to you. Following which we will be entitled to cancel the Package and will provide a refund to you.

If you decide to reject the price increase and cancel your Package with a full refund, you may also be entitled to compensation in line with paragraph IX of this Section 6 (Packages).

You will be entitled to a price reduction corresponding to any decrease in the costs described above which occur after we have sent your Booking Confirmation but before your Package starts. Although in this instance, Expedia Travel will be entitled to deduct its administrative expenses for this process.

Unless stated otherwise in your Booking Confirmation, prices do not include insurance, airline services, excess baggage charges, transport from the airport to the accommodation, visa and vaccination charges, any personal expenses (laundry, telephone, drinks, room service, tips, etc.), excursions, the use of sports facilities, nor any other costs.

## VI. Cancellation and changes by you

Cancellation. Please see Section 5 (Cancellation or changing a booking) for general information about cancelling your booking.

You can cancel your Package contract before it starts. But Expedia Travel and Travel Providers can impose termination fees on you to cover the costs of

travel arrangements already made.

You can also cancel your Package contract before it starts, without paying any termination fees, in the event of Unavoidable and Extraordinary Circumstances. To do so, these circumstances must:

- occur at the place of destination where you are travelling or its immediately nearby vicinity; and
- significantly affect the performance of the Package, or significantly affect the carriage of passengers to the destination.

If you cancel in this circumstance, Expedia Travel will provide a full refund for your Package, but you will not be entitled to compensation or any of the rights set out in paragraph IX of this Section 6 (Packages).

Change. Please see Section 5 (Cancellation or changing a booking) for general information about changing your booking.

Expedia Travel and Travel Providers are not required to make changes to your booking but may try to accommodate your request. Being able to make changes depends on availability and the relevant Rules and Restrictions, and it is often not possible to make changes.

If we can assist in making a change, you agree to pay the change administration fees as set out in Section 5 (Cancellation or changing a booking) plus any charges which the Travel Provider imposes for making the change. Be aware that such charges could be substantial. Such charges tend to increase the closer to the departure date that the change is made. For instance, certain elements of the Package (for example, a flight) may incur a 100% change or cancellation charge.

Replacement of participant. You may transfer your Package to another person who satisfies the conditions applicable to your Package contract. You and the person to whom the holiday is being transferred will both be responsible for:

- the full payment of any balance due; and
- any other costs, fees and charges resulting from the transfer.

We will notify you of these costs after we receive your request to transfer.

You must give us reasonable notice (at least 7 days or more before the start of the Package), so that we can make arrangements. Expedia Travel will seek to help with the name transfer. Where the Package includes a flight, this may need a flight cancellation and rebooking (with a 100% cancellation charge). This will be subject to the relevant airline's Rules and Restrictions.

## VII. Cancellation and changes by Expedia Travel before travel

Cancellation. On rare occasions, Expedia Travel may have to cancel your Package (and it reserves the right to do so). If so, Expedia Travel will notify you as soon as possible. Expedia Travel may offer you an alternative Package if it

is able to do so. If so, Expedia Travel will inform you of the price impact on your booking. If the alternative Package is of lower quality or cost, you may be entitled to a price reduction in line with paragraph IX of this Section 6 (Packages). Expedia Travel will refund any payments you have made for your Package, if it does not offer you an alternative holiday, or if you prefer a refund.

If we cancel your Package, you may be entitled to compensation in line with paragraph IX of this Section 6 (Packages). But where Expedia Travel is prevented from providing your Package due to Unavoidable and Extraordinary Circumstances, no compensation will be payable to you.

Changes. Arrangements which make up your Package can be planned many months in advance. As a result, Expedia Travel may need to make a change to your Package (and it reserves the right to do so). Most changes are minor, but sometimes Expedia Travel will need to make a significant change:

- to the main elements of your Package; or
- where it cannot fulfil any of your special requirements which it has accepted.

If Expedia Travel must make a significant change to your Package, we will tell you as soon as reasonably possible. You may then:

- accept the change;
- reject the change, cancel your Package and receive a full refund without paying any termination fees; or
- reject the change, cancel your Package without paying any termination fees and take an alternative one if Expedia Travel decides to offer this.

If you decide to take an alternative Package, we will inform you of the price impact on your booking. If the alternative Package is of lower quality or cost, you may be entitled to a price reduction in line with paragraph IX of this Section 6 (Packages). Expedia Travel will give you a reasonable time frame to make your decision. If you do not confirm within this time, then, where reasonable, Expedia Travel will send a reminder to you. Following which we will be entitled to cancel the Package and will provide a refund to you.

If you decide to reject the change and cancel your Package with a full refund, you may also be entitled to compensation in line with paragraph IX of this Section 6 (Packages). But where the change is due to Unavoidable and Extraordinary Circumstances, no compensation will be payable to you.

Expedia Travel may not give you any of the above options if a change to your Package is a minor change. Examples of what are likely to be considered minor changes are a change of flight time of less than 120 minutes earlier than the departure time and less than 240 minutes later than the arrival time, a change of airline or aircraft (if originally identified), a change of departure or destination airport to one within the same region, or a change of accommodation to another of the same or higher standard in a similar location, etc.

## VIII. Expedia Travel's responsibility for the performance of the Package

During your holiday. During your Package if there is a problem, please immediately tell the relevant Travel Provider (such as your property provider) and us (by using the contact details in Section 14 (Contact us and complaints)).

Expedia Travel will provide appropriate assistance without undue delay if you are in difficulty. In particular, Expedia Travel will provide appropriate information on health services, local authorities and consular assistance. Expedia Travel will assist you to make distance communications and help you find alternative travel arrangements. Expedia Travel does not charge for this assistance, although it reserves the right to charge a reasonable fee if the difficulty has been caused intentionally by you or through your negligence.

Please tell us immediately of any failure to perform, or improper performance of, the Travel Services which make up your Package. This will give Expedia Travel the opportunity to resolve any such issues during your holiday. Expedia Travel is not required to remedy any such issue if remedying it is impossible or entails disproportionate costs, considering the lack of conformity and the value of the Travel Services affected. If that is the case, you will be able to seek a price reduction or compensation in line with paragraph IX of this Section 6 (Packages).

During your Package, if a significant proportion of the Travel Services included in your Package contract cannot be provided, Expedia Travel will offer suitable alternative arrangements for your Package to continue, at no extra cost. If such alternative arrangements are of lower quality than that specified in the Package contract, you will be entitled to a price reduction in line with paragraph IX of this Section 6 (Packages). You may only reject the alternative arrangements offered to you if they are not comparable to what was agreed in your Package contract or if the price reduction is inadequate. If you do reject the alternative arrangements (where entitled to do so), or if Expedia Travel is not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in line with paragraph IX of this Section 6 (Packages) without terminating the Package contract.

During your Package:

- if any failure to perform, or improper performance, of the Travel Services which make up your Package substantially affects the performance of the Package; and
- Expedia Travel has failed to remedy such failure within a reasonable period of time,

you may decide to continue with your Package or cancel your Package contract without paying termination fees. If you decide to cancel and if your Package included transport of passengers to the destination, Expedia Travel will also provide without undue delay repatriation for you with equivalent transport back to your place of departure, at no extra cost. You may, where appropriate,

be entitled to a price reduction and/or compensation in line with paragraph IX of this Section 6 (Packages).

If due to Unavoidable and Extraordinary Circumstances, Expedia Travel is unable to ensure your return to your place of departure (as agreed in your Package contract), it will bear the cost of necessary accommodation, if possible, of equivalent category, for a period not exceeding three nights per passenger. This limitation may not apply in certain circumstances to certain groups of people such as persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance (provided that we had been notified of their particular needs at least 48 hours before the start of the Package).

After your holiday. If your complaint is not resolved locally, please contact us (by using the contact details in Section 14 (Contact us and complaints)).

#### IX. Expedia Travel's obligation to provide a price reduction and/or compensation for damages

You will be entitled to an appropriate price reduction from Expedia Travel for any period during which there is a failure to perform, or improper performance of, the Travel Services which make up your Package, unless such failure is attributable to you.

You will be entitled to receive appropriate compensation from Expedia Travel for any damage you sustain as a result of a failure to perform, or improper performance of, the Travel Services which make up your Package, except where any such issue is:

- attributable to you;
- attributable to a third-party unconnected with the provision of the Travel Services included in the Package contract and is unforeseeable or unavoidable; or
- due to Unavoidable and Extraordinary Circumstances.

In so far as international conventions limit the extent of or the conditions under which compensation is to be paid by Travel Providers carrying out a travel service which is part of your Package, the same limitations and conditions shall apply to Expedia Travel. These same limitations and conditions will apply to Expedia Travel in an identical manner as if such limitations applied directly to Expedia Travel. These international conventions include:

- the Montreal Convention in respect of travel by air (and all earlier related conventions)

- the Athens Convention in respect of travel by sea

- the Berne Convention in respect of travel by rail (Convention concerning International Carriage by Rail (COTIF) of 9 May 1980)

- the Geneva Convention in respect of travel by road
- the Paris Convention in respect of the provision of accommodation.

Expedia Travel shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the travel arrangements which make up the Package.

Except where Expedia Travel is responsible as detailed in this Section 6, Expedia Travel's liability will also be limited in accordance with the applicable Rules and Restrictions relating to the transportation element of your Package and in an identical manner as if such limitations applied directly to Expedia Travel.

Expedia Travel's liability to you in connection with your Package will be limited to a maximum of three times the cost of your Package, except in cases involving death, personal injury or damage caused intentionally or with negligence.

If you are granted compensation or a price reduction by another party in relation to the same issue, for which you claim compensation or a price reduction from Expedia Travel, then Expedia Travel may deduct the compensation or price reduction you receive from the other party from that which is payable by Expedia Travel.

Except as set out above, Expedia Travel accepts no liability for any claims, losses, expenses, damages or liability for your Package, except in cases involving death or personal injury that Expedia Travel has caused with negligence.

## **ANNEX 1 - PACKAGES STANDARD INFORMATION FORM**

### **Important information regarding your Package rights**

In certain circumstances, a Package may be formed as a result of Travel Services you decide to book, where Expedia Travel is the organiser of the Package. Where this possibility arises, you will be directed to read the important information below.

The combination of travel services offered to you is a Package within the meaning of Directive (EU) 2015/2302.

Therefore, you will benefit from all EU rights applying to Packages. Expedia Travel will be fully responsible for the proper performance of the Package as a whole.

Additionally, as required by law, Expedia Travel has protection in place to refund your payments and, where transport is included in the Package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the Package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the Package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the Package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the Package. If the price increase exceeds 8% of the price of the Package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the Package, other than the price, are changed significantly. If before the start of the Package the trader responsible for the Package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the Package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the Package.
- Additionally, travellers may at any time before the start of the Package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the Package, significant elements of the Package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the Package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the Package and if transport is included in the Package, repatriation of the travellers is secured. Expedia

Travel has taken out insolvency protection with Liberty Mutual Insurance Europe SE (5-7 rue Léon Laval, L-3372 Leudelange, Luxembourg). Travellers may contact this entity (Tel: +31 103120666, email: [Insolvency-claims@ipplondon.co.uk](mailto:Insolvency-claims@ipplondon.co.uk)) or, where applicable, the competent authority: Commission for Aviation Regulation Ireland (3rd Floor, Alexandra House, Earlsfort Terrace, Dublin, 2 D02 W773, email: [info@aviationreg.ie](mailto:info@aviationreg.ie), Tel: +353-(0) 1-6611700) if services are denied because of Expedia Travel's insolvency.

— Directive (EU) 2015/2302 as transposed into national law can be found [here](#), [here](#) and [here](#).

## **ANNEX 2**

### **Linked Travel Arrangements under the Package Travel Act**

— Important information regarding linked travel arrangements

— In certain circumstances, a linked travel arrangement may be formed as a result of Travel Services you decide to book. Where this possibility arises, you will be directed to read the important information below.

— If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our Service, you will NOT benefit from rights applying to Packages under Directive (EU) 2015/2302.

—Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider. However, if you book and pay for any additional travel services during the same visit to our Service, the travel services will become part of a linked travel arrangement. In that case we have, as required by EU law, protection in place to refund your payments to us for services not performed because of our insolvency. Please note that this protection does not provide a refund in the event of the insolvency of the relevant Travel Provider.

— More information on insolvency protection:

Expedia, Inc. has taken out insolvency protection with Liberty Mutual Insurance Europe SE (5-7 rue Léon Laval, L-3372 Leudelange, Luxembourg).

Travellers may contact this entity (Tel: +31 103120666 email: [Insolvency-claims@ipplondon.co.uk](mailto:Insolvency-claims@ipplondon.co.uk)), or where applicable, the competent authority: Commission for Aviation Regulation Ireland (3rd Floor Alexandra House, Earlsfort Terrace, Dublin 2 D02 W773, email: [info@aviationreg.ie](mailto:info@aviationreg.ie), Tel: +353-(0) 1-6611700), if the services are denied because of Expedia, Inc.'s insolvency.

Note: This insolvency protection does not cover contracts with parties other than Expedia, Inc., which can be performed despite Expedia, Inc.'s insolvency.

— Directive (EU) 2015/2302 as transposed into national law can be found [here](#), [here](#) and [here](#).

### **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**”, 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.

You may find information about the level of risk associated with travel to particular international destinations from the following source: [Travel Advice - Department of Foreign Affairs \(dfa.ie\)](https://www.dfa.ie/travel-advice).

### 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.

Online medical advice for travellers can be found at <https://www.hse.ie/eng/>.

Otherwise, for medical advice regarding your journey, please contact your doctor.

### 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 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, even if you do not leave the aircraft or airport.

**Passport:** You are required to have a valid passport in the country of issue for all holidays offered through our Service.

Some overseas countries have an immigration requirement that your passport is valid for a minimum period after you enter that country, typically 6 months. If your passport is in its final year of validity, you must confirm the requirements of the destination before making final travel plans.

The name on the passport must match the name on the ticket, otherwise you may not be able to travel and insurance may be invalid. If, after booking a Travel Service but before travelling, any member of your party changes their name (for example, as a result of getting married, etc.), you must notify us.

Please visit [Passports - Department of Foreign Affairs \(dfa.ie\)](https://www.dfa.ie) for more information regarding passports.

**Visa:** For information on visa requirements, you are advised to contact the Embassy or Consulate of the country you propose to visit, as well as the Embassy or Consulate of the country you wish to return to, if you are not a citizen of that country.

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**

### Liability for the Travel Services

The Travel Providers make the Travel Services available to you.

Where Expedia Travel is the Travel Provider, then to the extent permitted by law and subject to the exceptions and limitations in these Terms or the relevant Rules and Restrictions, Expedia Travel will only be liable to you for direct damages that were:

- reasonably foreseeable by both you and Expedia Travel
- actually suffered or incurred by you, and

- directly attributable to the actions of Expedia Travel in providing the Travel Services,

and in the event of any liability of Expedia Travel in respect of the Travel Services, such liability will not exceed, in total, the cost paid by you to Expedia Travel for the Travel Service in question.

The liability of other Travel Providers to you will be as set out in the relevant Rules and Restrictions.

### 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, we 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.

To the maximum extent permitted by law, 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. This includes, but is not limited to, any implied warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose, title or non-infringement, 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.

To the maximum extent permitted by law and subject to the limitations in these Terms, 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.

In respect of liability for our obligations under these Terms, or if we 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,
- actually suffered or incurred by you, and
- directly attributable to our actions,

and in the event of our liability, such liability will in no event exceed, in the 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.

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.

Consumers have certain statutory rights. The exclusions and limitations contained in these Terms apply only to the extent permitted by law. Nothing in these Terms shall be deemed to limit or exclude our liability for fraud or personal injury or death (resulting from our acts or omissions).

#### 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:

- confirm that all Submissions you make are your original creation and that you have and will maintain all rights necessary to allow us to use the Submissions as set out in these Terms, and
- 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 Expedia, Inc. All rights reserved. Expedia, Expedia.com, the Expedia Logo, Expedia Rewards, and the Airplane Logo, among others, are trademarks or registered trademarks 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.

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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.

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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 Rewards programme**

We have a free loyalty programme available to our travellers. For more information on our programme and its benefits, please see our [current terms and conditions](#). These are incorporated by reference into these Terms.

You will automatically become a loyalty member when:

- you create an account, or
- if you already have an account and are not already a member, when you sign into your account or use our Service.

## **Section 14 Contact us and complaints**

### Traveller support and the handling of complaints

We are here to help you with any queries or complaints you have in relation to your booking.

Following a problem with your booked Travel Service, if you raise a complaint or are entitled to compensation by the Travel Provider, then we will assist you and the Travel Provider to try to resolve the problem.

For queries or complaints whilst you are away, please contact us [here](#).

### Loss, theft or damage

Complaints about loss of, theft of, or damage to, luggage, clothing or personal belongings that were not under your control whilst you are away should be addressed to the relevant Travel Provider (such as the property or the airline, etc.).

### Whilst away

Please raise any issues you have whilst you are away (or as soon as possible after) to:

1. us [here](#); or
2. the relevant Travel Provider if the issue arose during the outward or return journey.

This will enable measures to be taken to resolve the issue and try to limit the damage suffered by you. If you do not raise any issues whilst you are away, this may deprive us and the Travel Provider the opportunity to investigate and rectify your issue whilst you are away. This may affect your rights under these Terms, including reducing any compensation due, potentially to zero.

### After travel

For complaints made after travel, please contact us [here](#).

You are encouraged to raise any complaints within 30 days after travel.

### Hard copy

Hard copy complaints should be sent to either:

- the Travel Provider providing the Travel Service, at the address provided in their Rules and Restrictions; or
- to us, at the address below:

Expedia, Inc.

1111 Expedia Group Way West

Seattle WA 98119

USA

Local mailing address:

Expedia Customer Relations Department

P.O Box 70720

London EC1P 1GW

(with a copy to [support@chat.expedia.ie](mailto:support@chat.expedia.ie))

Customer Support telephone number: +353 1 524 5005 (local rate)

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

## **Section 15 General**

### Governing law and jurisdiction

These Terms are governed by the laws of Ireland. You consent to the exclusive jurisdiction and venue of the Irish courts in all disputes arising out of or relating to the use of our Service or these Terms. 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 16 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 stay 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](#)