

# Book with Confidence Guarantee™

Updated: March 26, 2020

When you ("You") reserve a property advertised on [www.vrbo.com/en-ca](http://www.vrbo.com/en-ca) which is expressly accepted by both you and the advertiser ("Advertiser") (a "Reservation") and book such Reservation through the HomeAway checkout You are protected by the Book with Confidence Guarantee™ (the "Program") assuming You meet all other eligibility criteria as listed in these Terms and Conditions (the "Terms"). By booking a Reservation through the HomeAway checkout, You agree with, accept and are subject to these Terms and are hereafter referred to as a "Protected Traveler".

As detailed and defined below, the Program provides protection against the following: (i) Internet Fraud; (ii) Wrongful Denial of Entry; (iii) Material Misrepresentation; and (iv) Wrongful Deposit Loss (the "Protected Incidents").

## 1. General Program Guidelines.

You qualify for the Program if you do all of the following:

- Reserve a vacation rental property advertised on
- Book through the Site's checkout; and
- Pay for the Reservation using an acceptable method of payment as further described below.

You will receive the protections afforded under the Program if any of the following occur:

- You incur a loss of funds due to a Protected Incident (a "
- You notify HomeAway.com, Inc. ("HomeAway," "We," "Us," "Our") of your loss within the required time periods set forth below;
- You are denied reimbursement for your loss of funds from (i) the property advertiser (the "
- You submit a completed Book with Confidence Guarantee Reimbursement Request Form (the "

## 2. Protections Provided.

Subject to the restrictions and limitations set forth in these Terms, the Program offers the following protections for Protected who suffer a loss due to a Protected Incident. Note that the particular protection (or combination thereof) offered to a Protected Traveler is subject to the type of Protected Incident, the amount of Loss, the ability to mitigate such Loss, and Our reasonable discretion:

- **Arrangement of Lodging.**
- **Rebook another property.**
- **Loss Reimbursement.**

## 3. Protected Incidents.

The following are incidents that a Protected Traveler is protected against:

(a) "Internet Fraud" is defined as a deposit or payment by a Protected Traveler for a vacation rental that is listed on a HomeAway Site where: (i) such deposit or payment is determined by HomeAway to have been made to a person other than the Advertiser that has compromised or taken over the email or HomeAway account of the Advertiser and that has posed as the Advertiser to the Protected Traveler to induce such payment, (ii) such payment is determined by Us to have been made to the Advertiser and is then wrongfully withheld in that the Advertiser fails or refuses to return the payment when a refund is due in accordance with the terms of the rental agreement after the Protected Traveler properly cancels the Reservation, or (iii) such listing is subsequently determined to be fraudulent; all of which are determinations to be made in our reasonable and sole discretion.

(b) "Wrongful Denial of Entry" means that a Protected Traveler has made a deposit (if required) and/or full payment (if required) to an Advertiser for a rental property that is listed on a HomeAway Site but (i) the Protected Traveler is wrongfully denied access to the subject property at the start of or during the rental term as the result of the intentional and/or wrongful act of the advertiser, and (ii) the Protected Traveler's deposit and/or payment (or appropriate portion thereof) is not refunded and is wrongfully withheld by the Advertiser. An example of this Protected Incident includes where the Advertiser "double books" the subject property to two or more travelers for the same time period(s).

(c) "Material Misrepresentation" means that (i) a Protected Traveler has made a deposit (if required) and full payment to an Advertiser for a rental property that is listed on a HomeAway Site, (ii) within twelve (12) hours of first entering the subject property on the first day of the rental term, the Protected Traveler leaves the rental property and refuses to occupy the rental property due to the Material Non-Compliance (as defined below) of the rental property as compared to the description made in the listing on the HomeAway Site; (iii) the Protected Traveler's deposit and/or payment is not refunded or is wrongfully withheld by the Advertiser, and (iv) the existence of the Material Non-Compliance of the rental property is subsequently confirmed by Us in Our reasonable discretion.

I. "Material Non-Compliance" is defined as (i) Material defects in the subject property that are not disclosed in the listing and are of such an extent and duration that occupancy under normal usage conditions is impossible, as noted and documented by a Protected Traveler and/or (ii) the material failure or complete absence of goods or services or facilities that are part of the subject property that were described in the listing and that constituted an actual and material inducement to the Protected Traveler's rental of the subject property, as noted and documented by a Protected Traveler. For the avoidance of doubt, and in addition to the general restrictions and limitations described elsewhere in these Terms, the term "Material Non-Compliance" DOES NOT INCLUDE a Protected Traveler's refusal to take possession of leased premises arising from or on the grounds of (i) The cleanliness of the rental property; (ii) Minor or immaterial defects of the subject property in relation to the description in the listing including, without limitation, differences to the extent of: (1) the actual orientation of the subject property; (2) the actual overall habitable surface area of the subject property being immaterially different than the description the in the listing; and (3) a temporary defect of or within the subject property or attached services (such as failure of the air conditioning, internet, phone service, grill, hot tub, or swimming pool).

(d) "Wrongful Deposit Loss" means a Protected Traveler's loss arising from a dispute between a Protected Traveler and an Advertiser of a rental property that is listed on a HomeAway Site involving a deposit that, upon completion of the Protected Traveler's stay is, in the reasonable

and sole judgment of Us, wrongfully withheld by the Advertiser in violation of the applicable rental agreement.

#### **4. Illustrative Examples of Losses Not Protected.**

The following are illustrative examples of Losses of funds that the Program DOES NOT protect against, as determined in Our reasonable and sole judgment:

- ANY DAMAGES OTHER THAN AMOUNTS ACTUALLY PAID TO OR DEPOSITED WITH THE ADVERTISER, INCLUDING ANY INDIRECT LOSSES, LOSS OF OPPORTUNITY, LOSS OF CUSTOM FEES, OTHER CONTRACTUAL PENALTIES, AIRFARE, TRANSPORTATION COSTS AND/OR ANY OTHER COST OR EXPENSE.
- ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE HOMEAWAY SITE, OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY, OR USE THE HOMEAWAY SITE.
- Payments made to an Advertiser for a Reservation that is not booked through the HomeAway checkout.
- Any deposits or payments for a vacation rental that are not refunded or returned because the Protected Traveler does not comply with the Advertiser's policies, is in breach of the rental agreement, or as otherwise allowed or permitted in the rental agreement.
- Payments or deposits made to any Advertiser via cash or check made out to cash.
- Any loss of any kind We believe, in Our reasonable judgment that the Protected Traveler and the Advertiser are acting in concert to abuse the Program.
- Any loss of funds that is caused by or results from events of force majeure that are considered outside the control of the Advertiser, such as weather events, natural disasters or construction.

Any loss of funds not involving a Protected Incident.

#### **5. Process Requirements.**

In order to obtain any reimbursement for a Loss under the Program, a Protected Traveler must comply with the requirements set forth below. Failure to follow these requirements, or the taking of any action that impairs HomeAway's ability and/or right to mitigate the Loss, or the making by any Protected Traveler of any false or misleading statement(s) with respect to any request for reimbursement hereunder, may void the Protected Traveler's eligibility for reimbursement under the Program.

(a) **Proof of Denied Chargeback.** As soon as a Protected Traveler is made aware of a Loss, the Protected Traveler must immediately contact the bank(s), payment provider, or credit card issuer (as applicable) to request recovery or reimbursement of the Protected Traveler's funds (a "Chargeback"). A Protected Traveler is only entitled to receive reimbursement under the Program if the bank(s), payment provider, or credit card issuer (as applicable) denies a Protected Traveler's request for a Chargeback. Upon request by Us, a Protected Traveler must provide HomeAway with written proof that he or she contacted the bank(s), payment provider, or credit card issuer (as applicable) and that a request for a Chargeback was denied. To mitigate the Loss, a Protected Traveler is required to accept any settlement or partial payment from the bank(s), payment provider, or credit card issuer (as applicable), but may still be eligible for additional reimbursement under the Program up to the total Loss amount.

(b) **Proof of Identity.** A Protected Traveler must provide written proof of his or her identity (e.g., copy of passport, driver's license, utility bills, credit card information, etc.) as We may request in Our sole discretion. As We may be making a monetary reimbursement payment, We may request one or more forms of proof of identity. A determination with respect to the valid existence of such proof shall be made in Our sole and reasonable discretion.

(c) **Proof of Reservation.** Upon request, a Protected Traveler must provide a copy (electronic or in print) of the Reservation ID or verification provided by the HomeAway Site when the Protected Traveler first booked a property through the HomeAway checkout. In addition, We must also be able to verify the Reservation via evidence of such Reservation in the HomeAway checkout records.

(d) **Proof of Reservation Acceptance.** Upon request, a Protected Traveler must prove that the Advertiser accepted the Reservation and that the Traveler paid for the Reservation. Proof of acceptance may require You to provide documentation of email, telephone, written or other communications with the Advertiser regarding the Reservation.

(e) **Proof of Payment.** Upon request, a Protected Traveler must provide written documentation of all payments and refunds (partial, full and/or deposit) made to the Advertiser.

(f) **Document the Loss.** Upon request, a Protected Traveler must provide all requested written documentation of lost or misappropriated funds. The Protected Traveler must provide written evidence that the Advertiser received funds from the Protected Traveler, was notified of the Protected Traveler's refund request and refused or failed to return or refund such funds to the Protected Traveler. You should not alter or destroy any documentation related to the lost or misappropriated funds until the matter is resolved.

(g) **Notify Us.** The Protected Traveler must notify HomeAway within thirty (30) business days of the first event giving rise to a Protected Traveler's request for reimbursement under the Program by (i) email to customer support; (ii) by mail to the Book with Confidence Guarantee, Attn: HomeAway.com, Inc., 11920 Alterra Parkway Austin, TX 78758; or (iii) by calling 1-877-228-3145 or 512-782-0805.

(h) **File a Reimbursement Request.** The Protected Traveler must complete, sign and submit the Reimbursement Request Form with all requested documentation to Us within one (1) year of the first day of the Reservation. If a completed Reimbursement Request Form is not submitted within that time period it shall be deemed denied. The as-submitted Reimbursement Request Form must contain the Protected Traveler's agreement that (i) Any payment available to such Protected Traveler under the Program shall be payable only to the extent that the proceeds of any coverage or recovery provided by any insurance policy or any other source of recovery held or collectible by a Protected Traveler is insufficient to wholly reimburse the Protected Traveler for lost or misappropriated payments made to the Advertiser; (ii) If We issue a reimbursement to You under the Program, You agree that We assume all of Your rights against the Advertiser and any third parties related to the Loss, and may pursue such rights directly or on Your behalf in Our sole discretion; (iii) If We issue a reimbursement to You under the Program and you later receive compensation towards your loss from the Advertiser or an insurance policy or another source of recovery, you will pay Us back up to the reimbursement amount; and (iv) You agree to execute a general Settlement and Release Agreement thereby releasing Us, our parent company, subsidiaries and affiliates from any and all claims You may have arising prior to the date of any payment made under the Program. We will complete the processing of each request for

reimbursement under the Program within a reasonable time period after receipt of all requested documentation. As noted above, it is recommended that Protected Travelers seeking reimbursement do not discard or alter any documentation related to the reimbursement request until the matter is resolved.

**6. Help us help you.** If a Protected Traveler requests reimbursement under the Program, he or she agrees to provide to Us, on a timely basis, any documentation requested to support such request. The Protected Traveler also agrees to fully cooperate with Us in all aspects of the reimbursement process. We may deny reimbursement to any Protected Traveler who does not respond to inquiries regarding an alleged Loss within the timeframe specified in these Terms.

**7. Entire Agreement; Contact Information.** These Terms constitute the entire agreement between HomeAway and each Protected Traveler with respect to the Program. Except as may be modified by these Terms, each Protected Traveler acknowledges and agrees that it is bound by the existing Terms and Conditions of Use of the HomeAway Site, including, but not limited to, its provision concerning dispute resolution and arbitration. In the event of any conflict between these Terms and the Terms and Conditions of Use, these Terms will govern. If you have any questions regarding the Program or these Terms, please contact us by: (i) email to customer support; (ii) by mail to HomeAway Carefree Rental Guarantee Program, [vrbo.com/en-ca](https://www.vrbo.com/en-ca), 11920 Alterra Parkway Austin, TX 78758; or (iii) by calling 1-877-228-3145 or 512-782-0805.