

The Dream Vacation Week ("DVW") Certificate program is provided by Worldwide Vacation & Travel, Inc. ("WVT"), a Florida corporation. Your use of a DVW Certificate is subject to the following terms and conditions. Please review these terms and conditions in their entirety before reserving any resort accommodations. You can print a copy of these

Last Update: September 1, 2018

## **Introduction**

These terms and conditions are supplemented by our Privacy Policy (collectively the "Terms"). You agree to be bound by the Terms when you reserve any available resort accommodations through the redemption of your DVW Certificate. You cannot opt out of, modify or choose not to be bound by any particular provision of the Terms. If you do not wish to accept the Terms, you should refer to the section below entitled "**Refunds**". If there is a direct conflict between the instructions on your DVW Certificate and these Terms, the instructions on your DVW Certificate will supersede these Terms, but only to the extent of that direct conflict.

Please note that we may modify the Terms from time to time, with or without notice, and each modification will become effective once posted at Dreamvacationweek.com. We suggest that you review the Terms in their entirety before reserving any resort accommodations to ensure that you understand your current rights and obligations. If you utilize a translation of the English language version of the Terms, you nonetheless agree that the English language version of the Terms will govern in the event of any contradiction with the translation.

## **Redeeming Your DVW Certificate**

WVT offers two types of DVW Certificates - DVW Certificates which may be used to reserve available resort accommodations up to **180** days, but at least 24 hours, before your proposed check-in date and DVW Prime Certificates which may be used to reserve available resort accommodations up to **270** days, but at least 24 hours before your proposed check-in date. The certificate will indicate if it is a DVW Prime Certificate. Except as noted, the use of "*DVW Certificate*" in these Terms will apply to both DVW Prime Certificates and DVW Certificates.

You may use the Dreamvacationweek.com website to redeem your DVW Certificate by entering the DVW Certificate Number and Security Code. If you have any problems with, or questions about, redeeming a DVW Certificate, you can review our **FAQs** or call us at 877-819-CERT (2378) during the following times: Monday through Friday between 9 am – 11pm US ET, or on Saturday or Sunday between 10 am and 8 pm US ET, except on Thanksgiving (U.S), Christmas and New Year's Day.

Reservations are available on a first come, first served, space available basis. Generally, resort accommodations will not be available for reservation on those dates where occupancy is expected to be high, such as during major holiday periods. If your DVW Certificate is accompanied by a grid, please refer to the grid for areas of anticipated availability during which reservations may be requested.

The availability of amenities, and the terms of their use, will also vary by resort and itinerary. You are advised to read and understand the terms and conditions applicable to any reservation of resort accommodations before redeeming you DVW Certificate for those accommodations.

**RESERVATIONS ARE ONLY AVAILABLE FOR OCCUPANCY ENDING ON OR BEFORE THE EXPIRATION DATE PRINTED ON THE FRONT OF THE DVW CERTIFICATE, UNLESS REQUIRED BY APPLICABLE LAW.** DVW Certificates are non-renewable; upon expiration, the DVW Certificate may not be used to reserve any accommodations and will not retain any monetary value whatsoever.

You must be at least 21 years of age to reserve available resort accommodations. Further, you will not be able to reserve available resort accommodations if you: (i) are barred from using the Dreamvacationweek.com website or your DVW Certificate under the laws of the United States, or (ii) are barred from using the Dreamvacationweek.com website or your DVW Certificate under the laws of another country in which you are a resident or from which you are accessing the website.

## **Reservation Confirmations**

An email acknowledging your transaction will be sent to the email address you submit during the reservation transaction. A final written confirmation providing the name, address and telephone number of the resort accommodations' provider will follow by

email. Upon receipt, please immediately review your confirmation and report any discrepancies by calling 877-819-CERT (2378). **Any discrepancy not promptly reported (within 48 hours of receipt and always before the start of occupancy) will be deemed waived and accepted by you.**

Occupancy is limited to the number of individuals specified in the written confirmation. During the use and occupancy of the reserved resort accommodations, you and your party must observe all of the rules and regulations of the applicable resort. Violation of the resort's rules and regulations may result in the loss of occupancy rights. Further, you are responsible for the acts and omissions of your party and any other individual occupying the accommodations, including any costs or expenses resulting from any loss or damage caused by such persons.

Resort accommodations may be used only for personal and non-commercial purposes. Confirmations are non-transferable and may not be sold or exchanged for cash or other consideration. Any attempt to transfer, assign, sell or exchange your confirmation will result in the immediate forfeiture of the subject reservation. Sale or rental of the reserved resort accommodations is expressly prohibited.

### **Taxes, Fees & Costs**

Your DVW Certificate may require that you pay a redemption fee to WVT at the time of reserving accommodations, plus the applicable sales/use tax. The purchase of a DVW Certificate or payment of the redemption fee **does not include** additional costs which you may incur in connection with your use of the reserved accommodations, including, but not limited to, costs related to transportation, meals, all-inclusive fees, tips, telephone charges, service charges, incidental expenses, and other items of a personal nature.

Moreover, some jurisdictions may require your payment of transient occupancy tax, transient accommodation tax, bed tax or other similar taxes payable in connection with the occupancy of resort accommodations. Such taxes may be assessed against the actual retail value of the accommodations reserved. Any such tax will be your responsibility and will be collected by the resort as part of the check-in or check-out process.

### **Refunds**

Except as specifically stated below, any amount paid to acquire your DVW Certificate or to reserve any resort accommodations using your DVW Certificate, is non-refundable. For purposes of the foregoing, you will have redeemed the total value of the DVW Certificate and acquired all benefits available immediately upon reserving any resort accommodations through your DVW Certificate.

**YOU MAY CANCEL THIS DVW CERTIFICATE CONTRACT (NOT THE RESERVATION OF RESORT ACCOMMODATIONS) WITHOUT ANY PENALTY OR OBLIGATION WITHIN 30 DAYS FROM THE DATE OF PURCHASE OR RECEIPT OF THE DVW CERTIFICATE, WHICHEVER OCCURS LATER. YOU MAY ALSO CANCEL THIS DVW CERTIFICATE CONTRACT IF CONFIRMED ACCOMMODATIONS OR FACILITIES ARE NOT AVAILABLE PURSUANT TO A REQUEST FOR USE AS PROVIDED IN THESE TERMS. WVT MAY SET-OFF AGAINST ANY REFUND PAYABLE TO YOU THE VALUE OF ANY BENEFITS ACTUALLY PROVIDED PRIOR TO CANCELLATION HEREUNDER. YOU MUST NOTIFY WVT IN WRITING OF YOUR INTENT TO CANCEL BY RETURNING THE DVW CERTIFICATE AND SENDING NOTICE TO: WORLDWIDE VACATION & TRAVEL, INC., 9995 S.W. 88<sup>TH</sup> STREET, MIAMI, FL 33176. WVT SERVICING OFFICES: 305.925.6947 or 877.819.2378.**

**IN THE EVENT OF CHECK-IN DIFFICULTIES, PLEASE CONTACT WVT IMMEDIATELY AT 1-877-819-2378.** In such instance, WVT will use all commercially reasonable efforts to assist you in securing the reserved resort accommodations or, where such accommodations are unavailable through no fault of yours or your party, in securing alternative resort accommodations of reasonably comparable size and quality. **Where WVT's efforts are unsuccessful, you will receive a full refund of any amount paid by you for your confirmed accommodations within 30 days of our receipt of your request or such shorter period which may be required by applicable law.** Please direct such request to WVT at 9995 S.W. 88<sup>TH</sup> Street, Miami, FL 33176 or by email at [customerservice@dreamvacationweek.com](mailto:customerservice@dreamvacationweek.com). In either case, the proper processing of your request requires you to provide us with the following information: (i) your name exactly as it appears on your confirmation; (ii) your daytime telephone number; and (iii) your confirmation reference number.

Notwithstanding the foregoing, in all instances in which reserved accommodations are not available due to causes beyond the control of and without the fault or negligence of WVT, then WVT shall be not be liable to provide you with a refund. Such causes may include, but are not limited to, acts of God, fire, strike, or other labor unrest, riot, civil disobedience, declared or undeclared war, insurrection, boycotts, acts of terrorism, acts of public authorities, embargo, accident, epidemic or quarantine, and delay or defaults caused by public or common carriers.

Purchase of resort accommodation insurance at the time of your DVW Certificate redemption is available through a third party provider and is subject to its terms, conditions and limitations.

### **Limitation on Damages**

Access to and use of any resort accommodations and related amenities or services through the redemption of your DVW Certificate is at your sole risk. You agree to release and hold WVT, its affiliated companies, and their respective successors and assigns harmless from any and all losses, damages and claims of any kind resulting from your acceptance or use of such accommodations, amenities or services, including, without limitation, those arising from or in connection with personal injuries, death, and property damage. WVT's total liability associated with your purchase and redemption of a DVW Certificate and/or your acceptance or use of such accommodations, amenities or services shall be the refunding of the price paid by you to WVT for your DVW Certificate and accommodations. In no instance shall WVT be liable for any consequential, incidental or special damages arising from the purchase and redemption of your DVW Certificate and/or your use of such accommodations, amenities or services.

### **Applicable Law & Venue**

These Terms, the purchase and redemption of your DVW Certificate, and/or your use and occupancy of the reserved resort accommodations shall be governed by the laws of the State of Florida, notwithstanding the conflict of laws provisions of any state. You and WVT each agree: (i) that all disputes of any kind between you and WVT shall be subject to the exclusive subject matter and personal jurisdiction of the state and federal courts in and around Miami-Dade County, Florida (the "Florida Courts"); (ii) that no litigation involving the DVW Certificate shall be commenced, or threatened to be commenced, except in the Florida Courts; (iii) not to plead or claim that the Florida Courts are an inconvenient forum; and (iv) that the Florida Courts represent the exclusive jurisdiction for all disputes arising out of or relating to the DVW Certificate. In the event of a dispute between you and WVT, the prevailing party shall be entitled to all costs incurred, including reasonable attorney's fees.

### **Seller of Travel Registrations**

WVT is registered with: the State of Iowa as a Travel Agency, Registration #837; the State of Washington as a Seller of Travel, Registration #601 765 244; and the State of California as a Seller of Travel, Registration #2030985-50. WVT is exempt from registration as a Seller of Travel with the State of Florida (ST-10224).

**Registration as a seller of travel does not constitute approval by the State of California. California and Washington law requires certain sellers of travel to have a trust account or bond. WVT has bonds issued by Fidelity and Deposit Company of Maryland in the amount of \$50,000 each in the State of California and the State of Washington. WVT does not participate in the Travel Consumer Restitution Fund in California.**

### **Entire Agreement**

These Terms (including the terms incorporated into your DVW Certificate) constitutes the entire agreement between you and WVT and supersedes all prior communications, agreements, negotiations and discussions between you and WVT relating to the same, whether written or oral. WVT excludes any representations and warranties previously given or made in relation to the same.

### **Amendment**

WVT reserves the right at any time, at its sole discretion, to change or otherwise modify the Terms (including the Privacy Notice) with or without prior notice, and such change or modification will be effective upon posting of an updated version of these Terms. Notwithstanding the forgoing, any such changes to the Terms will not apply to disputes filed in the Florida Courts before the effective date of the amendment. This provision will survive any termination of the DVW Certificate.

### **Miscellaneous**

If one or more of the provisions herein are held to be invalid or unenforceable for any reason, such holding shall not affect any other provision hereof, and these Terms shall be construed as if such provision had never been contained herein. These Terms shall be binding upon and inure to the benefit of each of us and our respective heirs, administrators, legal representatives, successors and assigns. It is our mutual and express intent that the rights and obligations set forth herein apply to us only, with no third-party beneficiary rights intended. Waiver of any portion of these Terms shall not affect any other provision or subsequent performance of the waived provision.