

## **Europe and Mena Region**

The Dream Vacation Week (“DVW”) Certificate programme 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.

Last Update: November 29, 2022

### **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” and otherwise discontinue use of this website. 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. 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.

### **Redeeming Your DVW Certificate**

You may use this 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 one of the local numbers listed below. Please note that phone calls will not be answered on Christmas and New Year’s Day and local bank holidays.

DVW Certificates may be used to reserve available resort accommodations at least 24 hours before your proposed check-in date.

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 your 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 this website or your DVW Certificate under the laws of the United States, or (ii) are barred from using this website or your DVW Certificate under the laws of another country in which you are a resident or from which you are accessing this 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 one of the local numbers listed below. **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 applicable 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 WITHOUT ANY PENALTY OR OBLIGATION WITHIN 30 DAYS FROM THE DATE OF PURCHASE OR RECEIPT OF THE VACATION 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:** Customer Relations, WVT, Mitre House, 1 Canbury Park Road, Kingston Upon Thames, Surrey KT2 6JX ; Tel: +44 (0)344 701 7321  
email: [customerservice@dreamvacationweek.com](mailto:customerservice@dreamvacationweek.com).

**IN THE EVENT OF CHECK-IN DIFFICULTIES, PLEASE CONTACT WVT IMMEDIATELY AT ONE OF THE LOCAL NUMBERS LISTED BELOW.** 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 Customer Relations, Interval International, Mitre House, 1 Canbury Park Road, Kingston Upon Thames, Surrey KT2 6JX; Tel: +44 (0)344 701 7321 email: [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 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 labour 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. Given the above limitations, purchase of travel insurance at the time of your DVW Certificate redemption is highly recommended.

### **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, except where such personal injury or death results from WVT's own negligence. To the maximum extent permitted by applicable laws, 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. This provision does not affect mandatory legal rights that cannot be limited or excluded under applicable law.

### **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 England. 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 Courts of England. In the event of a dispute between you and WVT, the prevailing party shall be entitled to all costs incurred, including reasonable legal fees.

### **Entire Agreement**

These Terms (including the terms incorporated into your DVW Certificate) constitutes the entire agreement between us 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. 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.

No provision of these Terms will affect your statutory rights as a consumer.

### **Local contact telephone numbers:**

UK	0344 701 4444 M-F 09:00-20:00
Germany	49 711 22 40 866 M-F 09:00-18:00
Finland	358 9 4272 4041 M-F 09:00-18:00
Russia	358 9 4272 1955 M-F 09:00-17:00
Italy	39 02 72536333 M-F 09:00-17:00
Spain	911 98 28 65 M-F 09:00-19:00
France	0805 639950 M-F 09:00-19:00
South Africa	21 300 7743 M-F 09:00-20:00
Egypt ME	202 26965500 Sunday-Thursday 8.00 – 17.00