

## Terms & Conditions

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### OFFER

This vacation package is valid for residents of the United States and Canada. The purchaser of this vacation is entitled to an Orlando area vacation for two adults and includes four (4) night's accommodations in the Orlando area at a hotel rated 3 stars or higher such as Comfort Inn, Exploria Express, Rosen Inn, or similar and a \$100 Visa Gift Card (see **GIFT** section below for details). Travel must be completed within 12 months of the purchase date of the vacation. The promoter of this vacation is VacationVIP, LLC located at 6675 Westwood Blvd. Suite 200 Orlando, FL 32821. Vacation reservations are processed and confirmed by its Reservation partner, Take A Break Travel, LLC. (TAB), registered Seller of Travel Florida No. ST36769 and California CST 2094932. TAB can be reached via 833-503-2700 or 954-289-1431 (Mon-Fri 9:00 am – 6:30 pm ET). If any component of the vacation is not available with our advertised hotel providers on the purchaser's travel dates, the promoter reserves the right to substitute a provider of equal or greater value. The verifiable retail value of accommodations varies by season and dates of travel and ranges from \$119 to \$189 per night, per room plus applicable hotel taxes. The approximate retail value of this vacation is up to \$856.00, depending on time of year traveled. All Hotels require valid photo identification and a valid major credit or debit card upon check-in to cover the cost of incidental charges such as meals, gratuities, hotel taxes, resort fees and parking which are not included and are itemized below.

### ELIGIBILITY

To be eligible to participate in this promotional offer, adult couples or singles must meet the following qualifications: be employed full time with a minimum, annual gross household income of \$50,000 or retired, if retired must be 55 years of age or older. All participants must be creditworthy and carry an active major credit, or debit card. Participants must speak English fluently. Additionally, if married or cohabiting, one traveler must be at least 28 years of age and must travel and attend the entire presentation together. Married and Cohabiting couples must have matching identification with the same address. Single women must be at least 30 years of age and meet the qualifications listed above. Attendance at a sales presentation on the benefits of a discounted Vacation Membership Program, lasting approximately 90 to 120 minutes, (depending upon your level of interest) is required. Minimum credit qualifications must be met to stay at the advertised accommodations. Alternative accommodations may be offered for those that do not meet the minimum credit qualifications. This vacation is fully transferable to another party that meets the qualifications with payment of a \$25.00 transfer fee.

The purchaser may not utilize more than one offer/vacation package fulfilled by TAB within any consecutive three (3) month period and may not travel back to the same resort within a six (6) month period and/or on more than three (3) occasions. The purchaser cannot have previously purchased a vacation membership within six (6) months and/or may not have outstanding or delinquent balances owed to the travel club or resort.

This offer may not be combined or used in conjunction with any other offer provided by the promoter, or its affiliates. This offer is limited to one vacation per household/family within or outside of same

residence and is not valid for more than one couple traveling together, groups traveling together, family reunions, two or more families traveling together, or for anyone attending a convention or conference. Those who violate the previously mentioned group policy will only be eligible to attend one sales presentation together and will receive one \$100 Visa Gift Card regardless of the number of vacation packages being used. Those who do not attend the sales presentation in its entirety will not receive the \$100 Visa Gift Card, will forfeit all monies collected, and will be charged the retail value of the accommodations and amenities.

## **RESERVATIONS**

You may complete your reservation request form online or contact our Reservation partner, Take A Break Travel ("TAB") at 1-833-503-2700 or 954-289-1431 (Mon-Fri 9:00 am – 6:30 pm ET). Check-ins are available seven days per week on a space available basis and are subject to TAB's hotel allotments. Please provide a minimum of 10 days advance notice prior to your requested check-in date as certain days of the week and times of the year sell out quickly and become extremely limited. Certain times of the year (such as holidays, large conventions, sporting events, and special events) may be available at an additional fee. Please contact the Reservations Department for more details. Do not book airline flights until you have received your final confirmation letter from TAB. Changes to a confirmed reservation are accepted up to 5 days prior to a confirmed arrival for a \$25 change fee. Any changes to a hotel reservation within 4 days of arrival, failure to check in to the Welcome Center prior to Hotel Check-in, No Shows to the hotel or failure to attend the travel membership presentation in its entirety will result in forfeiture of the vacation package and a forfeiture of all monies including the \$100 Visa Gift Card.

Approximately 60 days prior to your arrival you will receive a text requesting you to contact TAB to complete the verification of eligibility of your account. Failure to contact TAB within 15 business days of your arrival will result in cancellation of your reservation and it will not be eligible for reinstatement. In addition, 14 days prior to your arrival you will receive an email, text and/or phone call to contact TAB to complete your final confirmation of your arrival. Failure to respond within 5 days of your arrival date will result in your vacation package being canceled and will not be eligible for reinstatement.

Hotel room taxes of approximately \$12-\$24 per night (depending on hotel, day of the week, and time of year) are payable directly to the hotel upon check in at the hotel. Resort Fees of approximately \$15 to \$25 per day plus tax are payable directly to the hotel upon check-in. Any parking fees that may or may not be imposed by the hotel and are payable directly to the hotel at each properties published rates. All fees charged and/or credit card preauthorization's by the hotel are subject to change at the hotel's discretion. A \$49.00 Refundable Reservation Deposit will be charged at the time of booking to guarantee your arrival. Deposits will be refunded in full upon completion of your required presentation in its entirety.

## **GIFT**

The \$100 Visa Gift Card is issued upon completion of the sales presentation and is not redeemable for cash and has no cash back value. If accommodations are altered due to availability and confirmed for Exploria Express, the \$100 Visa Gift Card will be replaced with a \$100 FOOD, DRINK, AND ACTIVITIES CREDIT to be used during your stay for onsite amenities and activities that include but are not limited to dining and drinks (inclusive of alcoholic beverages), Resort Incidentals (excludes Taxes and Resort Fees), or other onsite activities based on availability and subject to change at the resort/hotel's discretion without notice. Not valid for any food, drink activities, tickets, transportation, or other services that do not take place at the resort. Must be 21 years or older to include any alcohol. Once you have chosen your food, drink, incidental, and activities, apply them to your Room Folio and the credit will be issued to your Room Folio at checkout. The FOOD, DRINK, AND ACTIVITIES CREDIT is not redeemable for cash and has no cash back value. There will be no refunds for any unused credit nor for any unused or cancelled activities.

## **ADDITIONAL TERMS**

The following people are not eligible for this promotional offer: employees of any fractional resort, vacation ownership company, vacation club, or any hotel brand affiliated with a timeshare brand or a vacation club, or an agent, or a family member of an employee or an agent, of the promoter or any of its affiliates or vendors. Full-time students are not eligible. The Reservation partner acts as an agent for hotels and all other services supplied as part of this vacation package and shall not be liable for any loss, cancellation costs, delays, irregularities, accidents, injuries, damage to persons or property, indirect, incidental, special or consequential damages, arising from, or in conjunction with, any of these services. The Reservation partner will not assume any responsibility and shall not be liable for delays, cancellations, or interruptions due to nature, strikes, Acts of God, acts of war or terrorism, and other acts beyond its control. This promotion will be offered throughout the U.S.; however, it is void where prohibited by law and where state regulation and/or licensing requirements have not been met. Take A Break Travel is registered as a Seller of Travel in the following states: Florida Registration No. ST36769; California Registration No. CST 2094932.

**YOU MAY CANCEL THIS 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 CONTRACT IF ACCOMMODATIONS OR FACILITIES ARE NOT AVAILABLE PURSUANT TO A REQUEST FOR USE AS PROVIDED IN THE CONTRACT. IF YOU DECIDE TO CANCEL, YOU MUST NOTIFY THE SELLER IN WRITING OF YOUR INTENT TO CANCEL BY RETURNING THE CERTIFICATE AND SENDING NOTICE TO: TAB VACATION VIP AT 6400 NORTH ANDREWS AVE, STE 340, FORT LAUDERDALE, FL 33309. NO PURCHASER SHALL RELY UPON REPRESENTATIONS OTHER THAN THOSE INCLUDED IN THIS CONTRACT. THIS CONTRACT IS FOR THE PURCHASE OF A VACATION CERTIFICATE AND PUTS ALL ASSIGNEES ON NOTICE OF THE CONSUMER'S RIGHT TO CANCEL UNDER SECTION 559.933, FLORIDA STATUTES.**

**The purpose of this promotional offer is to present and offer the benefits of discounted travel membership.**

**To view the Take A Break Travel, LLC Privacy Policy click below**

[https://termsandconditions.takeabreaktravel.com/policies/Privacy\\_Policy.pdf](https://termsandconditions.takeabreaktravel.com/policies/Privacy_Policy.pdf)

**MANDATORY ARBITRATION PROVISION:**

**PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. You have the right to opt out of this Agreement if you follow the instructions set out in the paragraph titled "You Have the Right to Reject Arbitration or Opt Out of Arbitration" below.**

EXCEPT WHERE PROHIBITED BY LAW, IN THE EVENT OF A DISPUTE OR CLAIMS BETWEEN YOU AND TAKE A BREAK TRAVEL LLC., A FLORIDA CORPORATION (HEREINAFTER "US", "OUR", "TABT" OR "WE" AS APPROPRIATE) INCLUDING BUT NOT LIMITED TO ANY ARISING OUT OF OR RELATING TO (I) THIS ACCOUNT; (II) THE RELATIONSHIPS RESULTING FROM THIS ACCOUNT; (III) ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US; (IV) THE PRIVACY POLICY; (V) THE TERMS AND CONDITIONS; (VI) ANY TELEMARKETING OR OTHER CALL OR MESSAGE (INCLUDING BUT NOT LIMITED TO SMS//MMS/TEXT MESSAGES) YOU CLAIM TO HAVE RECEIVED FROM US OR ONE OF OUR PARTNERS; (VII) ANY E-MAIL YOU CLAIM TO HAVE RECEIVED FROM US OR ONE OF OUR PARTNERS; (VIII) YOUR USE OR ATTEMPTED USE OF ANY WEBSITE OF OURS OR OUR PARTNERS; OR (IX) ANY OFFERS OR PROMOTIONS; (X) ANY APPLICATIONS OR SUBMISSIONS OR (XI) OR ANY OTHER DISPUTE OR CLAIM BETWEEN YOU AND US ( HEREINAFTER COLLECTIVELY KNOWN AS "CLAIM"), **YOU AGREE THAT ANY CLAIM(S) YOU HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION, AS DESCRIBED BELOW, INSTEAD OF IN COURT.** ANY CLAIM (EXCEPT FOR A CLAIM CHALLENGING THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING THE CLASS ACTION WAIVER) MUST BE RESOLVED THROUGH BINDING CONFIDENTIAL ARBITRATION. **THIS MEANS NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL AND YOU VOLUNTARILY, AND KNOWINGLY ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY.** YOU ALSO ACKNOWLEDGE AND AGREE THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY RIGHTS AND/OR THE RIGHT TO APPEAL ARE LIMITED IN ARBITRATION OR MAY NOT EXIST. This section applies regardless of whether such claims are based in contract, tort, statute, fraud, unfair competition, misrepresentation or any other legal theory.

**CLASS ACTION WAIVER: YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY AGREEING THAT ARBITRATION MUST BE ON AN INDIVIDUAL BASIS AND IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING(S).** THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER ACCOUNTHOLDERS, COMPANIES, INDIVIDUALS, ANY OTHER PURPORTED CLASS MEMBERS OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then after all appeals from that decision have been exhausted, that claim (and only that claim) must be severed from the arbitration and may be brought in court. Only a court, and not an arbitrator, shall determine the validity, scope, and effect of the Class Action Waiver.

**Your Right to Go To Small Claims Court:** You may choose to pursue your dispute or claim in small claims court (or your state's equivalent court) rather than by Arbitration if your dispute or Claim qualifies for small claims court for the entirety of the proceeding. Such a small court dispute or Claim must be brought in a location where jurisdiction and venue over you and TABT is proper. However, if such a dispute or Claim is transferred, removed or appealed to a different court, we may then demand/transfer the dispute or Claim to Arbitration pursuant to the terms of this Agreement. Additionally, any such small claims court claim shall be brought and maintained only as an individual action and shall not be joined or consolidated with any class or other representative action. Any attempt to maintain a small claims court action as a non-individual action shall result in the immediate dismissal of the action, and you shall be liable to pay our reasonable attorney's fees and costs in connection with securing the dismissal of any such action.

**Governing Law and Rules:** This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will apply. Arbitration may be conducted through the submission of documents, by phone, or in person in the county where you live or at another mutually agreed location. The arbitrator shall follow the substantive laws of the State of Florida, excluding its conflict of law provisions unless we agree that the substantive law of the State in which you reside may be followed and applied. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the FAA. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For a copy of each organization's procedures, to file a claim or for other information, please contact:

- AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, [www.adr.org](http://www.adr.org) phone 1-877-495-4185) or
- JAMS at 620 Eighth Ave., Floor 34, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com) (phone 1-800-352-5267).

If both AAA and JAMS are completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court with jurisdiction appoint a substitute arbitration company/arbitrator.

YOU AND WE AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION, EVEN IF AAA'S PROCEDURES OR RULES WOULD OTHERWISE ALLOW ONE. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT OF THAT PARTY'S INDIVIDUAL CLAIM.

**Fees and Costs:** If you wish to begin arbitration against us but you cannot afford to pay the organizations or arbitrator's costs, we will advance those costs if you ask us in writing. Any request like this should be sent to Take a Break Travel, LLC., Attn: Legal Department, 6400 N. Andrews Ave., Suite 340, Fort Lauderdale, Florida 33309. If you lose the arbitration, the arbitrator will decide whether you must reimburse us for the money we advanced for you for the arbitration. If you win the arbitration, we will

not ask for reimbursement of the money we advanced. Additionally, if you win the arbitration, the arbitrator may decide that you are entitled to be reimbursed your reasonable attorneys' fees and costs (if actually paid by you). The parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses.

**Hearings and Decisions:** Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will be appointed. The arbitrator must:

- Follow all applicable substantive law, except when contradicted by the FAA;
- Follow applicable statutes of limitations.
- Honor valid claims of privilege.
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than \$100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration organization not later than 30 days after the original award is issued. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award.

**Claim Notice and Special Payment:** If you have a Claim, before initiating an arbitration proceeding, you may give us written notice of the Claim ("Claim Notice") at least 30 days before initiating the arbitration proceeding. The Claim Notice must include your name, address, phone number and account number (if applicable) and explain in reasonable detail the nature of the Claim and any supporting facts. Any Claim Notice shall be sent to us at Take a Break Travel, LLC., Attn: Legal Department, 6400 N. Andrews Ave., Suite 340, Fort Lauderdale, Florida 33309 (or such other address as we shall subsequently provide to you). If we provide you with a final written settlement offer and you don't accept it, or we can't otherwise satisfactorily resolve your dispute, you must submit your dispute for resolution by arbitration as outlined above and in accordance with the arbitration organizations procedures. If, and only if, (1) you submit a Claim Notice in accordance with this Agreement on your own behalf (and not on behalf of any other party); and (2) an arbitrator, after finding in your favor in any respect on the merits of your claim, issues you an award that (excluding any arbitration fees or attorneys' fees and costs awarded by the arbitrator) is greater than the value of TABT's last written settlement offer made before an arbitrator was selected, then you will be entitled to the amount of the award or \$5,000, whichever is greater. If you are entitled to the \$5,000, you will receive in addition any arbitration fees or attorneys' fees and costs awarded by the arbitrator. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

**Other Beneficiaries of this Provision:** In addition to you and us, the rights and duties described in this arbitration agreement apply to our Affiliates and our and their officers, directors and employees; any third-party co-defendant of a claim subject to this arbitration provision; and all joint Accountholders and Authorized Users of your Account(s) or relationship between us and you. YOU AND WE AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION

OR COLLECTIVE ARBITRATION, EVEN IF FAA or AAA'S PROCEDURES OR RULES WOULD OTHERWISE ALLOW ONE. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT OF THAT PARTY'S INDIVIDUAL CLAIM.

**Survival of this Provision:** This arbitration provision shall survive:

- closing of your Account;
- voluntary payment of your Account or any part of it;
- any legal proceedings to collect money you owe;
- any revocation of consent you provide to us;
- termination of any application or submission you provide to us;
- your use or attempted use of any websites of our or our partners;
- any bankruptcy by you; and
- any sale by us of your Account.

**You Have the Right to Reject Arbitration or Opt Out of Arbitration:** You may reject the arbitration agreement and litigation & class action waiver, but only if we receive from you a written notice of rejection within 45 days of the following triggering events: (a) after your purchase is initiated; (b) you consent to the Privacy Policy or Terms and Conditions; (c) your use or attempted use of any of our or our partners websites; (d) your submission of an application (whether partial, incomplete, complete or otherwise) to us; (e) your submission or providing express written consent to us to receive e-mail(s), telephone call(s) (including SMS/MMS/Text Messages) or to receive any other information from us or our partners; or (f) signing up for or inquiring about an offer, deal or promotion from us (the 45 day time starts from whichever of the triggering events (a through f) comes first in time). You must send the notice of rejection to: Take a Break Travel, LLC., Attn: Legal Department, 6400 N. Andrews Ave., Suite 340, Fort Lauderdale, Florida 33309. Your rejection notice must include your name, address, phone number, Account number (if applicable), email address and personal signature. No one else may sign the rejection notice for you. Your rejection notice also must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration provisions for this Account or any Claim or dispute between us and you. Rejection of arbitration for this Account, or any Claim or dispute between us and you, will not constitute rejection of any prior or future arbitration agreement between you and us. IF MORE THAN THIRTY (45) DAYS HAVE PASSED FROM THE EARLIEST TRIGGERING EVENT (listed in this paragraph under a through f above), YOU ARE NOT ELIGIBLE TO OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.